

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF 1PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. IX-01-02		4. TYPE OF SOLICITATION G SEALED BID (IFB) X NEGOTIATED (RFP)		5. DATE ISSUED	
6. REQUISITION/PURCHASE NO.		7. ISSUED BY U.S. DEPARTMENT OF LABOR, OFFICE OF YOUTH SERVICES AND JOB CORPS, SAN FRANCISCO 71 STEVENSON STREET, SUITE 1015 SAN FRANCISCO, CA 94105-2970		8. ADDRESS OFFER TO (If other than Item 7) Same as Block 7			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and Two (2) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 71 Stevenson St., Suite 1015, San Francisco, CA 94105 until 2 P.M. (PDT) local time July 13, 2001 (Hour) (Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Jacqueline G. Roberts, Contracting Officer		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (415) 975-4680	
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11. TABLE OF CONTENTS

(T)	SEC.	DESCRIPTION	PAGE(S)	(T)	SEC.	DESCRIPTION	PAGE(S)
PART I — THE SCHEDULE				PART II — CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	27
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III — LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	19	X	J	LIST OF ATTACHMENTS	57
X	D	PACKAGING AND MARKING	1	PART IV — REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	2	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	15
X	F	DELIVERIES OR PERFORMANCE	1				
X	G	CONTRACT ADMINISTRATION DATA	9	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	22
X	H	SPECIAL CONTRACT REQUIREMENTS	10	X	M	EVALUATION FACTORS FOR AWARD	13

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: G10 U.S.C. 2304(c) () G 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) JACQUELINE G. ROBERTS Contracting Officer				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT — Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

TABLE OF CONTENTS

PART I: THE SCHEDULE

A.	Solicitation and Contract Form	A-1
B.	Supplies or Services and Prices or Costs	B-1
C.	Statement of Work	C-1
D.	Packaging and Marking (Not Required)	D-1
E.	Inspection and Acceptance	E-1
F.	Deliveries or Performance	F-1
G.	Contract Administration Data	G-1
H.	Special Contract Requirements	H-1

PART II: CONTRACT CLAUSES

I.	Contract Clauses	I-1
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PART III: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.	List of Attachments	J-1
----	---------------------------	-----

PART IV: REPRESENTATIONS AND INSTRUCTIONS

K.	Representations, Certifications, and Other Statements of Offerors or Quoters	K-1
L.	Instructions, Conditions and Notices to Offerors or Respondents	L-1
M.	Evaluation Factors for Award	M-1

SECTION B. SUPPLIES OR SERVICES AND PRICES OR COSTS

The continued operation of the Hawaii Job Corps Center located in Waimanalo, Hawaii, on the island of Oahu, with satellite sites located in Makawao on the island of Maui, and on the island of Kwajalein in the Republic of the Marshall Islands..

The contractor will all of the requirements contained in this Request for Proposal (RFP), included, but not limited to providing education, vocational training, social skills and employability training, career development services and related support services for a total of 362 students of which 186 are males and 176 are females.

Site totals are as follows:

	<u>Waimanalo</u>	<u>Maui</u>	<u>Kwajalein</u>
Res Males	124	35	
Non-Res Males	10		20
Res Females	86	47	
Non-Res Females	30		10

The Government intends to make one award for the entire management and operation of the Hawaii Job Corps Center.

SECTION C -- STATEMENT OF WORK

SECTION C TABLE OF CONTENT

C.1.	General	C-3
A.	Background Information on Job Corps Program.	C-3
B.	Objective	C-3
C.	Center Design	C-4
D.	Governing Regulations, Handbooks.	C-5
E.	Vocational Offerings by National Office Contractors.	C-5
C.2.	Site.	C-6
	(Description of site, Including location of facilities)	
C.3.	Program Content.	C-6
	(Outreach, Eligibility, Readmission, and Assignment and Departure, in accordance with PRH:1)	
A.	Outreach And Admissions	C-7
	(Center support for Regional OA Contractors)	
B.	Student Training	C-8
	(Admissions and Training Programs, Curriculum Standards, Orientation, Employability Skills Training, Social Skills Training, Diversity Training, Occupational Exploration, TABE Testing, Evaluation of Trainee Progress, Reading, Mathematics, GED/HSD, Work Place Communications, Wellness, Driver Education, ESL, Vocational Training, and Advanced Occupational Training in accordance with PRH:2)	
C.	Social Development Support.	C-12
	(Residential Living, Counseling, Recreation and Leisure Time, Student Government and Leadership, and Behavior Management in accordance with PRH:3)	
D.	Student Administrative Support.	C-13
E.	Health Services.	C-14
	(Delivery of Services, Related Health Programs, and Health Administration in Accordance with PRH:5)	
F.	Childhood Development Programs.	C-14
	(Child Care Arrangements in accordance with PRH:6)	
G.	Career Development Services System (CDSS)	C-15
	(On-Center Services, Post-Center Services, Post-Center Eligibility, Post-Center Services for Graduates & former enrollees, and CDSS Recordkeeping, Reporting, and Verification in accordance with PRH:7)	

H. Administration and Management C-16

(Program Management, Personnel, Staff Training, Community Relationships and Public Education, Personal Safety and Security, Management and Reporting of Significant Incidents, and Procurement and Property Management in accordance with PRH:8 and PRH:10).

I. Financial Management. C-18

(Budget and Expense controls in accordance with PRH:9)

J. Facilities, Environmental Health, and Safety. C-18

(Facility Standards, Facility Improvements, Facility Maintenance and Protection, Energy Conservation, Environmental Health, and Safety and Occupation Health in accordance with PRH:10)

SECTION C. STATEMENT OF WORK

C.1 GENERAL

A. Background

Job Corps is a national residential training and employment program administered by the Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps was originally established by the Economic Opportunity Act of 1964; current authorization for the program is Title I, Chapter 6, Subtitle C, of the Workforce Investment Act of 1998.

Job Corps provides educational and occupational skills training and support services. The unique combination of services provided in the Job Corps is intended to better prepare youth to obtain and hold gainful employment, pursue further education or training, or satisfy entrance requirements for careers in the Armed Forces.

B. Objective

The contractor will provide material, services, and all necessary personnel to operate a Job Corps center. The contractor will provide a comprehensive range of services to disadvantaged youth enrolled at ages 16-24 as follows:

1. Provide training in academic, vocational and life skills leading to employability and independence.
2. Provide health care, counseling and other support services on an individualized needs basis.
3. Conduct program operations in a setting that is clean, well maintained, and safe.
4. Assist youth in obtaining employment, additional education or training, or entry into the Armed Forces.
5. Provide support which assists graduates in maintaining long-term attachment to the labor market or educational opportunities.

6. Integrate center operations into the local workforce development systems, employers and the business community.

The general scope of work includes the participation of the contractor in pilot projects initiated by the Department of Labor. An equitable adjustment will be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated with the contractor. All disputes arising under these actions are subject to the disputes clause.

C. Center Design

The center will operate at a planned average on-board strength as noted below:

Category	Number
Residential Male Students	159
Residential Female Students	133
<i>Subtotal Residential Students</i>	292
Nonresidential Male Students	30
Nonresidential Female Students	40
<i>Subtotal Nonresidential Students</i>	70
Total Average On-Board Strength	362

The contractor will be continually prepared to receive a sufficient number of students to maintain the average on-board strength capacity noted above and a surge capacity of 103 percent. Performance up to 103 percent of capacity will be performed within the estimated cost of this contract. Performance below 100 percent for a prolonged period may result in a reduction in the estimated cost of this contract.

In the event that nonresidential students are enrolled, they will be provided the following services:

1. Transportation costs for training days and recreational activities will be paid from the center's budget.

2. Nonresidential students will be provided with a locker, lock, and nonresidential student's lounge.
3. Lunch will be provided for all training days.
4. Provisions for breakfast will be made on all training days.
5. Restriction to center will not be used as a penalty for nonresidential students.
6. Supper and weekend meals will be provided if the student wishes to remain on center. Transportation at additional cost to the center is not mandatory when students stay for supper and weekend meals.
7. Nonresidential students will be considered to be in the performance of duty as Federal employees from the time they physically arrive at any scheduled center activity or program until they leave such activity or program.
8. Nonresidential students will receive all benefits residential students receive, except as noted herein.
9. Nonresidential students will come from the following locations: Areas of reasonable commuting distance (as agreed between applicant, AC and center staff).
10. Transportation will be provided as follows: One daily round-trip barge ride between Ebeye and Kwajalein for up to 33 students as arranged by the U.S. Army, Kwajalein Atoll (USAKA); Bus tickets to nonresidential students from residence to center and return; also center provides transportation for recreation, off-center training (as applicable), and work based learning (WBL).

D. Governing Regulations, Handbooks

The Job Corps Policy and Requirements Handbook (hereinafter referred to as the PRH) has been developed to include all mandatory program requirements in one document and is hereby incorporated into this contract by reference. The total Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 638. The contractor will follow the PRH, the Regulations, and all other requirements established in this contract.

E. Vocational Offerings by National Office Contractors

A portion of the vocational training offered in this program may be training implemented under separate contracts between the U.S. Department of Labor and one or more national training contractors under the terms and conditions specified in the Memorandum of Understanding shown in the PRH as Appendix 203.

C.2 SITE

The Government will make available to the successful offeror as Government Furnished Property (GFP), the sites described as follows:

Government Leased

Hawaii Job Corps Center
Waimanalo (Main Site)
41-467 Hihimanu Street
Waimanalo, HI 96795

(Maui Satellite)
500 Ike Drive
Makawao, HI 96768

(Kwajalein Satellite)
U.S. Army, Kwajalein Atoll (USAKA)

Note: See Section J for Site Plan and Square Foot Utilization Table.

C.3 PROGRAM CONTENT

A. Outreach and Admissions

- 1. Direct Outreach and Admissions (applies to centers with direct outreach goals and X is " is not applicable to this contract)**

The contractor will perform outreach and admissions activities which ensure that the Job Corps program:

- C Maintains a positive public image.
- C Maintains a ready supply of eligible and committed applicants.
- C Works in partnership with individuals, communities, organizations, and State and local workforce development systems.

The contractor will meet the standards established by the Director of Job Corps each year in the Outreach and Admissions Outcome Measurement System.

Youth screened for the Hawaii Job Corps Center will come from: the State of Hawaii, Republic of the Marshall Islands, Republic of Palau, Commonwealth of the Northern Marianas, American Samoa, and the Federated States of Mocronesia.

The contractor will be expected to recruit and screen sufficient numbers of applicants to generate arrivals in accordance with the delivery schedule in Section F.

At a minimum, the Outreach and Admissions program shall include the following:

- a. **Outreach:** The contractor will work cooperatively with various individuals and organizations to attract and enroll eligible at-risk youth. The contractor will develop and implement effective marketing techniques to educate the public about the program and to ensure that Job Corps is viewed as a positive alternative for youth. Required steps for planning and implementing outreach activities are found in PRH 1.1.
- b. **Eligibility:** The contractor will assess, verify, and document applicant eligibility for the Job Corps program, in conformity with the criteria and procedures listed in PRH, 1.2 and Exhibit 1-1.
- c. **Assignment and Departure :** The contractor will provide a regular flow of applicants for assignment to centers and ensure that students are efficiently and safely transported. Required procedures for preparing students and ensuring safe arrival on center are listed in PRH, 1.3.
- d. **Readmission:** The contractor will assess and verify that applicants for readmission meet criteria found in PRH, 1.4.

2. Outreach Support Activities (applies to all centers)

Centers will provide support to Outreach and Admissions contractors to ensure that the center is maintained at overall design capacity. Centers shall:

- a. Accurately project arrival needs and issue arrival orders in accordance with Regional Office policy.
- b. Ensure that the application folder is complete and contains all required documentation upon arrival to center. The center shall contact the admission counselors (ACs) to obtain missing or incomplete documentation.
- c. Schedule timely assignment, for first available opening on center of youth referred by ACs to ensure maintaining center at capacity.
- d. Contact assigned applicants to answer questions and welcome applicant prior to departure.
- e. Provide timely travel authorization and arrival information to ACs and other appropriate parties as required.

B. Student Training

The contractor will provide an integrated program of academic, occupational and social skills training which will meet all the requirements of the PRH, Chapter 2, and which will achieve the following objective:

While enrolled in Job Corps, students will:

- C Acquire the knowledge and skills necessary to find and hold good jobs.
- C Understand the work place environment and learn to function successfully in it.
- C Develop a solid foundation for continued learning.

At a minimum, the training program will consist of:

1. **Administration of Training Programs**: The contractor will develop administrative processes to ensure efficient and effective delivery of training to students. Specific requirements for a delivery system are outlined in PRH, 2.1.

2. **Curriculum Standards:** The contractor will establish standards for curriculum design, development and implementation. Requirements for program content and structure are contained in PRH, 2.2.
3. **Orientation:** The contractor will provide a comprehensive orientation program for new arrivals. The program will inform students about center rules and procedures and assist them in making a successful transition to center life. The contractor will assess student needs and interests so that services can be assigned appropriately. Requirements for program content and structure are contained in PRH, 2.3.
4. **Employability Skills Training:** The contractor will ensure that the practice of skills that make students employable is fully integrated into all aspects of training and that students acquire the skills, knowledge, and attitudes that will make them assets to employers. Specific skills and knowledge which must be incorporated into all training activities are outlined in PRH, 2.5.
5. **Social Skills Training:** The contractor will conduct a social skills training program which provides students with opportunities to learn and practice socially acceptable behaviors and skills which will enable them to function successfully in the workplace and community. Requirements for program structure and content are found in PRH, 2.6.
6. **Diversity Training:** The contractor will develop a program designed to increase understanding among members of the various ethnic, racial, and religious groups and which prepares students to live and work in a diverse society. Requirements for program structure and content are found in PRH, 2.7.
7. **Occupational Exploration:** The contractor will develop a program for helping students to choose occupational training programs suited to their interests, capabilities, and potential. Required activities and expected time frames are detailed in PRH, 2.8.
8. **Test of Adult Basic Education (TABE):** The contractor will ensure that the TABE is scheduled, administered, and recorded in conformity with required procedures in PRH, 2.4, and Appendix 201.
9. **Evaluation of Student Progress:** The contractor will provide a system for periodically evaluating student progress and assisting students in setting short and long range goals toward employability.
10. **Reading:** The contractor will develop and administer a reading program which provides students with the skills needed for employment in their chosen occupations

and assists them to function independently in society. Instruction is required for each of the reading competencies listed in PRH, 2.10.

11. **Mathematics:** The contractor will develop and administer a mathematics program which provides students with the skills needed for employment in their chosen occupations. Instruction is required for each of the mathematics competencies listed in PRH, 2.11.
12. **GED Certificate/High School Diploma:** The contractor will provide students with the skills and knowledge necessary to pass the examination for the General Educational Development Certificate (GED) or to obtain their High School Diploma (HSD). The contractor will make every possible effort to assure that students attain their GED or HSD. Specific requirements for the GED/HSD program are found in PRH, 2.12.

13. **Work Place Communications:** The contractor will provide instruction and practical experiences which prepare students to communicate effectively in the workplace. Instruction is required for each of the competencies listed in PRH, 2.13.
14. **Wellness:** The contractor will provide instruction to students on practices which lead to physical and mental health and which enhance employability. Instruction is required for each of the subjects listed in PRH, 2.14.
15. **Driver Education:** The contractor will provide driver education training to all students who do not already possess driver's licenses. Students will be provided the skills and knowledge necessary to pass the State examination and will be given the opportunity to acquire a driver's license while enrolled. Specific requirements for driver education are contained in PRH, 2.15.
16. **English as a Second Language (ESL) (X is " is not applicable to this contract):**
If applicable, the contractor will provide students with limited English proficiency the opportunity to develop English language and acculturation skills. Specific requirements for ESL are contained in PRH, 2.16.
17. **Vocational Training:** The contractor will provide individualized competency-based vocational training for students. Training will provide students with the skills required for entry level employment in specific occupations approved by the Department of Labor. Specific requirements for occupational training are listed in PRH, 2.17.

The following vocational programs will be offered at the center:

Vocational Offerings	Training Slots	
	On Center	Off Center
WAIMANALO		
PAINTING	24	
FACILITIES MAINTENANCE (HBI)	24	
AUTO REPAIR TECHNICIAN	20	
LANDSCAPING	24	
HEALTH OCCUPATIONS	30	
CLERICAL OCCUPATION	90	

Vocational Offerings	Training Slots	
	On Center	Off Center
BASIC CULINARY ARTS	20	
MAUI		
CLERICAL OCCUPATIONS	30	
FACILITIES MAINTENANCE	24	
BASIC CULINARY ARTS	24	
OFF CENTER TRAINING	20	
ADVANCED CAREER TRAINING		24

18. **Work-Based Learning:** The contractor will incorporate work-based learning as a primary instructional method of training. Students will be provided opportunities to learn about career opportunities and employer expectations, and to learn about and apply new occupational skills in actual work places and on real work projects. Specific requirements regarding training methods and procedures are found in PRH, 2.18.
19. **Vocational Skills Training (VST):** The contractor will provide training to students in the eligible trades through work on actual construction or manufacturing projects. Projects accomplished through the VST program will provide students with quality training in a wide range of required skills. Policies and procedures for implementing a VST program are found in PRH, 2.19.
20. **Advanced Vocational Training (X is " is not applicable to this contract):** The contractor will provide advanced vocational training through enrollment in post-secondary institutions to students who demonstrate the potential to successfully participate in higher education. The program will meet all the requirements of PRH, 2.20.

C. Social Development Support

The contractor will provide students with an environment which affords them the opportunity to:

- C Experience personal growth.
- C Learn self-management and personal responsibility.
- C Practice both independent and community living skills.

At a minimum, the program will consist of:

1. **Residential Living:** The contractor will provide a safe, secure, clean, and attractive living environment where staff model and reinforce social and employability skills and where students can learn and practice independent and community living skills. Requirements for residential living procedures and systems are listed in PRH, 3.1.
2. **Counseling:** The contractor will provide students with a counseling program which assesses individual needs and delivers services to meet those needs. Counseling services will be performed in accordance with the requirements of PRH, 3.2.
3. **Recreation and Leisure Time:** The contractor will provide students a comprehensive program of recreational activities and events which promotes productive and socially acceptable use of leisure time. Activities will be provided that build self-esteem and enhance the Job Corps experience by providing opportunities for **all** students to participate in enjoyable and safe activities. The program will meet all the requirements of PRH, 3.3.
4. **Student Government and Leadership:** The contractor will develop and support a program which enables students to learn and practice skills in leadership, citizenship, and self-government. The program will include a student benefit fund, to be managed by student government with the assistance of center staff. Requirements for program content and structure are contained in PRH, 3.4.
5. **Behavior Management:** The contractor will develop a behavior management system which promotes high standards of student conduct through the application of incentives and sanctions. The contractor will maintain an environment that is free from drugs and violence. Students will be provided with opportunities for due process in disciplinary

proceedings. Rules and procedures for behavior management are provided in PRH, 3.5.

D. Student Administrative Support

The contractor will develop systems for providing support services and benefits which:

- C Facilitate students' successful participation in Job Corps.
- C Accurately track and document student participation and achievements to ensure accountability.

At a minimum, the program will consist of:

1. **Student Attendance, Leaves, and Absences:** The contractor will establish systems to monitor and track student attendance, provide leave when appropriate, and respond promptly when students are absent without authorization. Required elements for each of these systems are listed in PRH, 4.1.
2. **Student Allowances and Allotments:** The contractor will establish systems for issuing student allowances earned through participation and achievement. The systems will be uniformly administered and easily understood by the student population. Criteria for payment of allowances, bonuses and allotments are detailed in PRH, 4.2.
3. **Student Records Management:** The contractor will maintain student records in a manner which ensures accurate documentation of the services and benefits provided to students and which safeguards the confidentiality of student information. Required documents which centers must maintain and procedures for disposition of records are outlined in PRH, 4.3.
4. **Student Enrollments, Transfers, and Separations:** The contractor will complete all enrollment, transfer and separation transactions in accordance with PRH, 4.4.
5. **Student Clothing:** The contractor will provide clothing for students and will guide them in making wardrobe selections which will be suitable for the workplace. Specific requirements concerning clothing allowances and record keeping systems are found in PRH, 4.5.
6. **Student Transportation:** The contractor will provide economical transportation to students in accordance with PRH, 4.6, and Exhibit 4-3.

7. **Food Service:** The contractor will provide students with well-balanced, nutritious meals in a dining environment which is clean, sanitary, attractive and pleasant. Food service program requirements are described in PRH, 4.7.
8. **Student Civil Rights, Non-discrimination, and Legal Services:** The contractor will implement procedures that protect students' civil rights and promote an environment free from discrimination and harassment. Required processes for preventing and resolving student complaints are listed in PRH, 4.8.
9. **Other Student Services:** The contractor will ensure that students receive the basic support services included in PRH, 4.9. The contractor will provide students with opportunities to vote and attend religious services if they so choose.

E. Health Services

The contractor will provide students with routine health services, support, and education, either directly or through referral to other providers, which will:

- C Enhance students' employability.
- C Encourage students to maintain a healthy lifestyle.

At a minimum, the program will consist of:

1. **Delivery of Services:** The contractor will deliver a program of routine medical, dental and mental health services which includes components detailed in PRH, 5.1.
2. **Related Health Programs:** The contractor will provide health-related programs which assist students in making healthful choices and which demonstrate acceptable work place behavior. Health-related programs will include prevention and intervention services and short-term treatment as described in PRH, 5.2.
3. **Health Administration:** The contractor will implement procedures which ensure that quality routine health services are delivered in a professionally caring and cost-effective environment and which meet the specific requirements of PRH, 5.3.

F. Child Development Programs

The contractor shall provide material, services and/or personnel, identify and obtain commitments for funding resources and linkages for operation of a child development center for children of Job Corps students. The program shall be developmental in nature and shall be designed to ensure the safety of the children, at the Main Center, Waimanalo, PRH, 6.

G. Career Development Services System (CDSS)

The contractor will assist eligible students in entering and maintaining long-term attachment to the labor market or further educational opportunities and training by:

- C Equipping them with job search skills and knowledge of the labor market.
- C Providing them with access to services that support successful transition.
- C Identifying and making referral to suitable employment or educational opportunities.

The final objectives of this effort will be quality placement and continued attachment to the workforce, defined as further training or a job with the following characteristics: full time, high wage, long term, training match.

At a minimum, the program will consist of:

1. **On-Center Career Development Services (CDSS) (applies to all centers):**

As outlined in PRH, 7.1, the contractor will:

- a. Prepare students for successful job search, employment and further educational opportunities.
- b. Prepare students to access resources and services available to assist in making a successful transition to the workforce
- c. Facilitate direct job placement.

2. **Post-Center Career Development Services: (x is " is not applicable to this contract):**

The contractor will provide or arrange for post-center career development services for all eligible students:

A. **enrolled at the Hawaii Job Corps center.**

B. returning to the following geographic area: The State of Hawaii, Republic of the Marshall Islands, Republic of Palau, Commonwealth of the Northern Marianas, American Samoa, and the Federated States of Mocronesia

C. relocating to the following geographic area: same as B above

For purposes of this procurement the contractor should anticipate an annual assignee placement pool of:

270 Graduates.

94 Former enrollees.

The contractor will meet the standards established by the Director of Job Corps each year in the Outcome Measurement System.

- a. **Post-Center CDSS Eligibility:** The contractor will provide post-center career development services to eligible students, or will arrange to transfer responsibility if the student relocates outside of the service area. Service will be provided throughout the CDSS service period prescribed by PRH, 7.2. The contractor will provide to individuals who are eligible for post-center CDSS assistance all the required services described in PRH, 7.3 and 7.4.
- b. **Post-Center CDSS for Graduates:** The contractor will maintain contact with separated graduates, provide assessments, conduct placement services including job development and referral, identify transitional needs and refer to appropriate services, and maintain contact throughout CDSS service period to ensure that the graduate remains connected to the labor market following separation, as prescribed in PRH 7.3.
- c. **Post-Center CDSS for Former enrollees:** The contractor will maintain contact with eligible separated former enrollees during the service period to identify job leads and provide referrals, as specified in PRH 7.4.
- d. **CDSS Recordkeeping, Reporting, and Verification:** The contractor will establish a uniform system for documenting, verifying and reporting Career Development Services, using the criteria in PRH, 7.5.

H. Administration And Management

The contractor will provide direction, management and administrative support to all functions and activities of the center. The contractor will establish systems that ensure:

- C Effective program organization and management.
- C Program integrity and accountability.
- C Staff professionalism and development.
- C Community support and partnership.

At a minimum, the program will consist of:

1. **Program Management:** The contractor will establish systems which ensure achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH, 8.1.
2. **Personnel:** The contractor will recruit, hire, and retain qualified staff, in accordance with the requirements of PRH, 8.2, and Exhibit 8-3. The contractor will develop and implement policies which promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.
3. **Staff Training:** The contractor will provide training opportunities which ensure that staff possess the knowledge and skills necessary to perform their job duties and which enable them to serve as positive role models for students. Specific training requirements are detailed in PRH, 8.3, and Exhibit 8-4.
4. **Community Relationships and Public Education:** The contractor will establish a community relations program in accordance with PRH, 8.4. The program will promote positive public awareness about the Job Corps program and will ensure that the center is an active partner within the local community and with the State's workforce investment system. To this end, the contractor will develop a State Coordination and Special Services Plan that describes how the center will be integrated with State workforce investment efforts and goals at the local level.
5. **Personal Safety and Security:** The contractor will develop and implement procedures to ensure that students feel safe and secure on center and that their rights to privacy are protected. Rules for protection of students, staff and property are outlined in PRH, 8.5.
6. **Management and Reporting of Significant Incidents:** The contractor will develop and implement procedures to prevent, resolve and report significant incidents in order to reduce negative impact on students, the community, and the Job Corps program. Guidelines for reporting and managing significant incidents are found in PRH, 8.6.
7. **Procurement and Property Management:** The center shall establish systems to procure property, services, and supplies in a cost-efficient manner in accordance with government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of government-owned property, materials, and supplies.

I. Financial Management

The contractor will develop and maintain systems to effectively plan, budget and control expenses which will:

- C Safeguard public funds.
- C Ensure the cost-effective provision of services to meet program goals.

The contractor will establish and maintain a financial management system which meets all the requirements of PRH, 9.1, and Appendices 901, 902.

J. Facilities, Environmental Health, And Safety

The contractor will establish and maintain a system for facilities maintenance in order to:

- C Provide a safe and clean environment for students.
- C Provide opportunities for students to learn and practice workplace safety procedures.

At a minimum, the program will consist of:

1. **Facility Standards:** In order to ensure that facilities continue to meet student needs and achieve program goals, the contractor will adhere to all standards described in PRH, 10.2, for any construction or rehabilitation projects.
2. **Facility Improvements:** The contractor will ensure that facilities are upgraded, improved, and repaired in a systematic fashion according to long-range plans and in partnership with Department of Labor National and Regional Offices. The processes for assessing and prioritizing facilities improvements are outlined in PRH, 10.3.
3. **Facility Maintenance and Protection:** The contractor will maintain center facilities in a safe, attractive condition through adherence to a center maintenance program, containing the elements described in PRH, 10.4.
4. **Energy Conservation:** The contractor will develop and implement an energy conservation program that results in reduced energy costs and usage. Required procedures for developing and reporting on conservation activities are listed in PRH, 10.5.
5. **Environmental Health:** The contractor will ensure that all environmental health and food sanitation standards are met in order to provide environmentally healthy surroundings for students and staff. Specific requirements concerning environmental health management are found in PRH, 10.6.

6. **Safety and Occupational Health:** The contractor shall establish and operate a safety and occupational health program in accordance with the requirements in PRH, 10.7 and Appendix 1001.
7. **Staff Housing** (staff housing " ☒ is X is not available at this center):

SECTION D. PACKAGING AND MARKING

Not Required

SECTION E. INSPECTION AND ACCEPTANCE

E.1 IDENTITY AND AUTHORITY OF THE GOVERNMENT AUTHORIZED REPRESENTATIVE (FAR 42.302)

- A. The authorized representative of the Contracting Officer is **Mr. Vincent Russo**, whose authority to act on behalf of the Contracting Officer is limited to the extent set forth in B below. Under no circumstances is the Government Authorized Representative (GAR) authorized to sign any contractual documents or approve any alteration to the contract involving a change in the scope, price, terms or conditions of the contract or order.
- B. The GAR is authorized to:
1. Monitor and inspect contractor's performance to ensure compliance of the scope of work.
 2. Make determinations relative to satisfactory or unsatisfactory performance, including acceptance of all work performed and/or all products produced under the terms of the contract.
 3. Review and approve invoices.
 4. Review and approve contractor's project staff as may be called for on the contract.
 5. Recommend program changes to the Contracting Officer as a result of monitoring or as may be requested by the contractor.
 6. Review, coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.
 7. Review and approve required plans, i.e., Outreach Plan, Publicity Plan, Travel Plan, etc.
 8. Approve or disapprove requests for enrollment extensions which are within contracting officer authority, as defined by the Federal Regulations.
 9. Approve or disapprove requests for administrative leave of students without pay and allowances, as defined by the Federal Regulations.
- C. All inspections and evaluations shall be performed in such a manner as to not unduly delay the contractor's work.

Inspection and acceptance of the work called for under this contract shall be made by the GAR at the contractor's offices or at the U. S. Department of Labor, Employment and Training Administration, Regional Office. Inspection and acceptance activities required by this contract shall be performed as directed by the Contracting Officer.

E.2 INSPECTION OF SERVICES--COST-REIMBURSEMENT (FAR 52.246-5)

- A. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- C. The Government has the right to inspect and test all services called for by the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- E. If the contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

SECTION F. DELIVERIES OR PERFORMANCE

A. The contractor shall operate the **Hawaii Job Corps Center** located in **Waimanalo, Hawaii**, during the period of **February 01, 2002 through January 31, 2004**, and if appropriate, will perform necessary functions related to a transition period for assuming responsibility for the operation of the center for the month of **January, 2001**.

B. Input Schedule: **X Applicable** **9** Not Applicable

Annual Arrival by Month			
Month	Male	Female	Total
January	24	23	47
February	17	15	32
March	16	15	31
April	16	15	31
May	17	15	32
June	17	16	33
July	17	15	32
August	17	15	32
September	15	14	29
October	15	14	29
November	16	15	31
December	10	8	18
Total	197	180	377

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 FUNDING AND FINANCIAL ADMINISTRATION

Payment of the contractor's cost shall be made in accordance with Part II, Contract Clauses, and Parts C and D below.

The amount for which the contractor shall be reimbursed for construction and rehabilitation of center facilities is given in Part A below. This amount shall be operative under this contract until such time as the Government may incrementally increase it.

The amount to be reimbursed to the contractor for purchased accountable property and the fixed day/month GSA rental charge exclusive of the GSA mileage charge and exclusive of excess personal property (as defined in the DOL Property Handbook for ET contractors, including revisions and amendments thereto), is given in Parts A and B below. This amount will be operative under this contract until such time as the Government may incrementally increase it.

The contractor agrees that the costs generated under rehabilitation and equipment shall be maintained in a separate accounting classification to be entitled "Center Facilities and Equipment Accounts," as outlined in PRH, Chapter 9 and Appendix 901.

The Government and the contractor recognize that the estimated costs provided for in each of the two years of the initial contract period and in each of the option periods are solely for the individual periods designated and are not considered to be a cumulative amount. Therefore, if the contractor does not require the estimated costs for each designated contract period to meet the requirements of the contract, the Government reserves the right to reduce the estimated amount for that period to the amount of funds actually required for that period. This action will take place after the completion of the designated period and the adjustment will be applied to the total current estimated value of the contract.

A. Estimated Cost and Fixed Fee

The total estimated cost and fixed fee for this contract are as follows:

Estimated Cost and Fixed Fee		1 st Year	2 nd Year	2-Year Total
a.	Operations			\$
b.	Fixed Fee			\$
c.	<i>Subtotal Direct Operations</i>			\$
d.	Indirect Operations			\$
e.	<i>Subtotal Indirect Operations</i>			\$
f.	Total Direct & Indirect Operations (c+d)			\$
g.	Construction and Rehabilitation			\$
h.	GSA Vehicle Rental			\$
i.	Equipment			\$
j.	VST			\$
k.	Total Capital			\$
l.	Outreach/Admissions			\$
m.	Fixed Fee			\$
n.	Total Outreach/Admissions			\$
o.	Placement			\$
p.	Fixed Fee			\$
q.	Total Placement			\$
Total Estimated Cost (f + k + n + q)				\$

It is understood that there shall be no fixed fee based on work involved with capital effort, which consists of work or purchases funded under the Cnst/Rehab, Equipment, GSA Vehicle Rental, and VST categories listed above. There will be no increase in fee unless there is an increase in the level for effort approved by the Contracting Officer. Indirect cost charges shall not be allowed for or based on Cnst/Rehab, Equipment, GSA Vehicle Rental, or VST costs.

Estimated Average Operating Costs:

Period of Performance	Estimated Cost Per Student Year
_____ through _____	\$ _____
_____ through _____	\$ _____
Estimated Average Cumulative Student Year Cost: \$ _____	

B. Summary of Funds Available

The sum presently available for payment and allotted to this contract is noted in the table below:

Cost Category		Amount
Operations		\$ _____
Capital		\$ _____
Construction and Rehabilitation	\$ _____	
- GSA Vehicle Rental	\$ _____	
- Equipment	\$ _____	
- VST	\$ _____	
Outreach/Admissions		\$ _____
Placement		\$ _____
TOTAL		\$ _____

It is estimated that the above-listed available operations funds will cover the period _____ through _____. Construction/ rehabilitation and equipment funds are allotted for the term of this contract. The fixed fee shall be paid out of the operations, outreach/admissions, and/or placement funds.

C. Payment and Payment Due Date

1. Allowable Costs

In accordance with Clause 52.216-7, "Allowable Costs and Payment," the contractor shall be reimbursed for allowable, allocable costs incurred in performance of the work under this contract. In addition to reimbursements for direct costs incurred, the contractor shall be reimbursed for indirect costs in accordance with the FAR 42.7, "Indirect Cost Rates." Indirect Cost Rates shall be negotiated by the Department of Labor's Office of Cost Determination or other cognizant audit agency.

Indirect Costs applicable to this contract shall be calculated by applying a _____
provisional, _____ negotiated, or _____ proposed rate to bases as shown below:

Indirect Cost	Base of Allocation	Rate for each Contract Year				
		1	2	3	4	5
G&A	Total Costs, excluding G&A and Contractor's Fee					
Overhead 9 Applicable 9 Not Applicable	Total Direct Salaries and Wages (9 including/9 excluding fringe benefits)					
	Total Indirect Cost					

For billing purposes, costs shall be calculated using the approved provisional rate as shown above, until a final rate is established. In the absence of an approved provisional rate, a negotiated/proposed rate shall be used.

In no event shall the reimbursement for G&A and overhead exceed the following ceiling:
G&A____%, Overhead____%

When final G&A and overhead rates are established, the total amount of Indirect Costs payable under this contract shall be determined by multiplying the final rate, or ceiling rate, whichever is lower, by the total amount of allowable costs incurred for center operations, outreach/ admissions and placement. The total amount billed shall then be subtracted from this figure to determine the amount of G&A and overhead expense due to the contractor, or refund due to the Government in the event that the amount billed exceeds the total amount payable under the contract.

2. Fixed Fee (See Clause 52.216-08)

3. Payment Due Date

Payments under this contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. A proper invoice is defined in E below. All payments will be made using Electronic Funds Transfer.

4. Prompt Payment

The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

D. Limitation on Withholding of Payments

If more than one clause or schedule provision of this contract authorizes the temporary withholding of amounts otherwise payable to the contractor for work performed under this contract, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such clause or schedule provision at that time, provided that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours or employees;
2. Withholdings not specifically provided for by this contract; and
3. The recovery of overpayments.

E. Invoice Requirements

1. The contractor shall submit the original, plus two (2) copies, of the invoice claiming reimbursement for costs for provisional payment directly to the GAR for certification and forwarding to the cognizant payment office. Invoices will be submitted not more frequently than twice a month. Each invoice must contain, at a minimum, the following:
 - a. Name of the business concern or agency preparing invoice;
 - b. Date invoice is prepared;
 - c. Contract number; and

- d. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.
2. Certification must be made that the amount vouchered does not exceed the amount of funds available in the contract; and that the end of month voucher is consistent with amounts reflected on the Monthly Financial Analysis Report.
3. Standard Form 1034 shall be used for invoicing purposes and may be obtained from the GSA Regional Office. Each invoice shall be numbered consecutively and shall include costs, G&A, overhead, and fixed fee incurred for the current period; and a report reflecting the cumulative total costs, G&A, overhead, and total cumulative fee incurred.
4. For the purpose of this contract the GAR is hereby designated the authorized representative for the Contracting Officer for processing provisional payment of invoices, cost contractor's invoices, cost contractor's detailed statement of costs, per the provisions of Clause 52.216-07, Allowable Cost and Payment, except that the final invoice shall be forwarded to the Contracting Officer. The right to determine whether costs are allowable, disallowable, or should be suspended is not redelegated, but is reserved for the Contracting Officer.

G.2 OPTION TO EXTEND (See Clauses 52.217-08 and 52.217-09)

A. Option

The Government may unilaterally extend the term of this contract by written notice to the contractor within 20 days before the contract expires provided that the Government shall give the contractor a preliminary written notice of its intent at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option provision. The Government may extend this contract's period of performance for up to three years in successive one year increments. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

The contractor agrees that the estimated costs for operating the Job Corps center and for providing outreach/admissions and/or placement services (if applicable) in each of the option years will be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts shown in the Option Year budget table

provided below are therefore considered provisional, except that the fixed fee amounts are considered final unless changed by subsequent bilateral contract modification.

Estimated Cost and Fixed Fee				
Cost Category		OY1	OY2	OY3
a.	Operations	\$	\$	\$
b.	Fixed Fee	\$	\$	\$
c.	<i>Subtotal Direct Operations</i>	\$	\$	\$
d.	Indirect Operations	\$	\$	\$
e.	<i>Subtotal Indirect Operations</i>	\$	\$	\$
f.	Total Direct & Indirect Operations (c+d)	\$	\$	\$
g.	Construction and Rehabilitation	\$	\$	\$
h.	GSA Vehicle Rental	\$	\$	\$
i.	Equipment	\$	\$	\$
j.	VST	\$	\$	\$
k.	Total Capital	\$	\$	\$
l.	Outreach/Admissions	\$	\$	\$
m.	Fixed Fee	\$	\$	\$
n.	Total Outreach/Admissions	\$	\$	\$
o.	Placement Support	\$	\$	\$
p.	Fixed Fee	\$	\$	\$
q.	Total Placement	\$	\$	\$
Total Estimated Cost (f + k + n + q)		\$	\$	\$

B. Non-Option Extension

Should the Government not exercise its option to extend for one of the above option years, the contractor agrees, if requested, to extend the contract for up to 120 days beyond the then scheduled completion date. An equitable adjustment for such an extension will be provided by the Government for the period of the extension in proportion to the student year cost then in effect. In accordance with the clause entitled "Limitation of Cost," the contractor shall notify the Contracting Officer if such funding will not be sufficient for

operations during the period of the extension. The contractor shall perform the work under this paragraph pursuant to a plan for the operation of the center approved by the Contracting Officer. In the absence of such an approved plan, the contractor will continue to operate the program in accordance with the plans in effect at the time of the extension until written directions are issued by the Contracting Officer.

C. Contract Terms and Conditions for Options

The Contracting Officer will analyze the option year cost in relation to the current market price in deciding whether to exercise the option. In addition, factors to be considered by the Contracting Officer in the awarding of the option include the contractor's performance compared to performance standards established by the Director of Job Corps, and the contractor's performance in terms of compliance and qualitative assessments.

In addition, there may be other factors impacting on the option year decision. These include other terms and conditions of the contract, fair market value of similar contracts, the necessity of reducing disruptions to operations, innovations, corporate support, audit results, special review findings, other sources regarding compliance with this contract, as well as DOL administrative considerations.

If consideration and analysis of the above factors indicate a new contract is most advantageous to the Government, the option will not be exercised. If the analysis of the above factors results in a favorable determination that is advantageous to the Government, the option may be exercised.

D. Request for Change In Option Price

If, after exercise of the option, the contractor has reason to believe the total cost to the Government will exceed the estimated cost as stated in the option, the contractor shall notify the Contracting Officer in accordance with Clause 52.232-20, Limitation of Costs. If the Contracting Officer determines that an increase in the option year price is required, and is not caused by a change in the scope of work, such price increase, if made, will not include an increase in fee. If the price increase requested is a result of a scope of work change, an equitable fee adjustment will be considered.

G.3 INTERPRETATION OR MODIFICATIONS

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. All requests for interpretations, modifications, or changes shall be made in writing to the Contracting Officer.

G.4 LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WITH REGULATIONS FOR SEPARATING STUDENTS

The Contractor agrees to comply with the current requirements for separating students from the program. The Contractor agrees further that the refundable cost to the Government for each day a student is retained (counted in the reported on-board strength) in violation of Job Corps requirements, is determined by dividing the "annual student cost" ("cost per student year"), as stated in the contract, by 365. If the annual student cost is not stated for any given year, it shall be computed by dividing the total contract amount for the year by the total planned average on-board strength.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COSTS

It is specifically agreed that no part of the costs of the contractor's sponsored independent general research program shall be charged directly or indirectly to this contract.

H.2 PAYMENT OF ROYALTIES

Payments by the contractor of any sum for royalties or patent rights not included in the ordinary purchase price of standard commercial supplies shall not constitute items of allowable cost hereunder, unless and until approved by the Contracting Officer. Reimbursement to the contractor on account of any such payments shall not be construed as an admission by the Government of the enforceability, validity, scope, or title to any of the patents involved, nor shall any such reimbursement constitute a waiver of any rights or defenses respecting such patents.

H.3 DUPLICATION OF EFFORT

The contractor hereby certifies that costs of work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor will include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500. the contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

H.4 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the contractor shall fully cooperate with such other contractors and with Government employees. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

H.5 TRAVEL AND PER DIEM

All travel and per diem charges shall be in accordance with Federal Travel Regulations or those of the contractor, whichever is more restrictive. Current Federal Travel Regulations may be obtained from the Contracting Officer.

H.6 WAGE COMPARABILITY

- A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); (2) that DOL will reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.205-6). In general compensation should be limited to an amount which does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher. The contractor agrees to submit a statement of wages and salaries as required under B below.
- B. As appropriate and required, the contractor will pay Davis-Bacon and/or Service Contract prevailing wages and ensure that subcontractors follow those provisions. The contractor is liable for costs if wages are being paid below the prevailing rates. The Government is liable for costs if the contractor is paying the prevailing rates and a protest or problem occurs with those rates.

H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED

- A. The Service Contract Act of 1965 is not applicable to contracts for the operation and management of Job Corps centers. However, subcontracts awarded by contractors operating and managing Job Corps centers are subject to the Act to the same extent and under the same conditions as contracts made directly by the U.S. Department of Labor.
- B. Subcontracts awarded by contractors operating and managing Job Corps centers shall include the applicable clause in FAR 22.10, with such modifications as would otherwise be inappropriate had the clause been included in the prime contract.
- C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the Contracting Officer not less than 45 days prior to issue of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.
- D. The Department of Labor is responsible for obtaining prevailing wage rates for service type subcontracts and will make applicable wage rates a part of this contract.

H.8 COMPLIANCE WITH COPELAND REGULATIONS

The contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) which are incorporated herein by reference.

H.9 WITHHOLDING

The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Prime Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

H.10 RELIGIOUS AND POLITICAL ACTIVITY

The contractor agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this contract. The contractor's employees, volunteers and trainees will not be assigned to conduct religious or political activities or instruction. Funds under this contract will be used exclusively for performance of the work required under this contract. No funds made available under this contract shall be used to promote any religious or political activities.

H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY

The salary or expenses of anyone engaged in any activity designed to influence legislation or appropriations pending before the Congress shall not be an allowable cost under this contract.

H.12 CONTRACT IDENTIFICATION NUMBER

The contractor agrees to refer to and apply the identifying number of this contract on all correspondence, communications, reports, vouchers, and all other data concerning this contract, or delivered hereunder.

H.13. SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the attention of the Contracting Officer at the address listed on the face sheet of this contract.

H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in, and covered by, a patent of the United States in the performance of this contract or any part hereof or any amendment thereto or any subcontract hereunder (including any lower-tier subcontract).

H.15 PATENT RIGHTS

- A. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it will, and warrants that all of its employees who may be the inventors will, execute all documents and do all things necessary or proper to the effectuation of such determination.
- B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will have no access to technical data.
- C. Except as otherwise authorized in writing by the Contracting Officer, the contractor will insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.
- D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.

- E. In the event no inventions, improvements, or discoveries (whether or not patentable) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.
- F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under, a contract with the Department of Labor Employment and Training Administration."

H.16 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

All written materials issued by a contractor shall conform to the following guidelines for eliminating sexist language and artwork:

- A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.
 - T Longshore workers instead of longshoremen.
- B. Avoid the use of male and female gender work forms.
 - T Aviator to include men and women pilots, not aviatrix.
- C. Include both sexes by using terms that refer to people as a whole.
 - T Human beings or people instead of mankind.
- D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:
 - T Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the work force.

- T Recast into the plural. Most Americans spend 20 years of their lives in the work force.
- T Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her": An average American spends 20 years of his or her life in the work force.
- E. Refer to both men and women in such generic terms as economist, doctor, lawyer. Identify sex through the use of pronouns.
 - T The lawyer made her final summation.
- F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.
 - T Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.
- G. The use of artwork in publications should conform to the following guidelines:
 - T Strive to use racially and sexually balanced designs.
 - T Depict both men and women in artwork on general subject matters.
 - T Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

H.17 TITLES TO STUDIES

The contractor agrees that all studies, evaluations, proposals and data produced or developed in the performance of this contract for which reimbursement is appropriate hereunder shall become the property of the Government. This provision does not preclude the Contractor from seeking copyright of materials, other than those described above, such as teaching material and curricula.

H.18 PRINTING AND DUPLICATING

This clause is applicable to all contracts which require printing/duplicating services as part of the contractor's performance.

The contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger

than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform.

If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing preparation of manuscript copy and preparation of related illustrative material.

H.19 DISPOSITION OF DATA AND COPYRIGHTS

- A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings or other graphical representations, and works of any similar nature (whether or not copy-righted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration, (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement; (iii) "Contractor" includes any party with whom the Government enters a contract.
- B. Subject to the proviso of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.
- C. The contractor agrees to and does hereby grant to the Governments and to its officers, agents, and employees acting within the scope of their duties, a royalty-free nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so. all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, no * has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.

- D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.
- E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.
- F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.
- G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- I. The contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as many be approved by the Department's Contracting Officer hereunder.
- J. The contractor agrees that the Department's Contracting Officer hereunder shall determine the disposition of the title to any rights under any Copyright secured by the contractor or its employees on copyrightable materials developed under this contract.
- K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data and know-how of any nature developed in performance of this contract and in connection with the contractor's activities on or related to this contract, regardless of whether such information, data and know-how was delivered and/or deliverable under the terms and provisions of this contract.

H.20 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the contractor shall prepare for shipment, deliver F.O.B. destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.21 CONSULTANTS

- A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly, or fixed price).
- B. The amount or rate of payment will be determined on a case-by-case basis taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in their field, comparable pay for positions under the Classification Act or other Federal pay system (i.e., As a percent of maximum compared to GS ratings - GS-12, 55 percent, GS-13, 65 percent, GS-14, 75 percent, GS-15, 85 percent, GS-16, 96 percent, GS-17, 98 per-cent, GS-18 100 percent), rates paid by private employers, and rates previously paid other experts or consultants for similar work.

The percentage of 65 ratings is provided as a guideline and is subject to change. In no event will a consultant's allowable rate exceed \$260 per normal work day regardless of the 65 percent ratings guide provided above. The \$260 is exclusive of travel and per diem cost which may be added to the allowable consultant's rate.

- C. The contractor shall maintain a written report for the files of the results of all consultants charged to this contract. This report must include, as a minimum: (1) The consultant's name, dates, hours and amounts charged to the contract; (2) the names of the Contractor's staff to whom the services are provided; and (3) the result of the subject matter of the consultation.

H.22 CLOSE-OUT PACKAGE

In accordance with Clause 52.216-7, Allowable Cost and Payments, the contractor shall submit an invoice marked "Final" no later than 180 calendar days after contract completion. The original and two signed copies of the following documents (copies of which will be provided by the Government) shall be submitted within 180 days:

Form Name	Form Number
Contractor's Release	ETA 322
Contractor's Assignment of Refunds, Rebates and Credits	ETA 721
Government Property Inventory Transcription Sheet	ETA 328
Final Inventory Certificate	ETA 3-95
Contract Close-Out Tax Certificate	ETA 3-23
Contractor's Submittal of Close-Out Documents	ETA 3-22
Notice of Transfer of Accountability for Government Property	N/A

PART II. CONTRACT CLAUSES

SECTION I. CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at these addresses:

www.arnet.gov/far/fac

www.far.npr.gov

www.gsa.gov/forms/far

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

CLAUSE	TITLE
52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Recission, & Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Printing/Copying Double-Sided on Recycled Paper
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Audit and Records - Negotiation
52.215-8	Order of Precedence - Uniform Contract Format
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modification
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data - Modifications
52.215-14	Integrity of Unit Prices
52.215-15	Termination of Defined Benefit Pension Plans
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pension

52.216-7	Allowable Cost and Payments
52.216-8	Fixed Fee
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of Contract
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan
52-219-16	Liquidated Damages - Subcontracting Plan
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns
52.222-1	Notice to the Government of Labor Disputes
52.222-2	Payment for Overtime Premiums
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-26	Equal Opportunity
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-36	Affirmative Action for Handicapped Workers
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era
52.223-2	Clean Air and Water
52,223-3	Hazardous Material Identification and Material Safety Data
52.223-5	Pollution Prevention and Right-to-Know Information
52.223-6	Drug-Free Workplace
52.223-10	Waste Reduction Program
52.223-12	Refrigeration Equipment and Air Conditioners
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.225-1	Buy American Act - Balance of Payments Program -Supplies
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-14	Rights in Data
52.228-7	Insurance - Liability to Third Persons
52.228-8	Liability and Insurance - Leased Motor Vehicles
52.232-9	Limitation on Withholding of Payments
52.232-17	Interest
52.232-18	Availability of Funds
52.232-19	Availability of Funds for the Next Fiscal Year

52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-25	Prompt Payment
52.232-33	Mandatory Information for Electronic Funds Transfer Payment
52.233-1	Disputes - Alternate I
52.233-3	Protest After Award - Alternate I
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.237-3	Continuity of Services
52.242-1	Notice of Intent to Disallow Cost
52.242-2	Production Progress Reports
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.242-13	Bankruptcy
52.241-15	Stop Work Order - Alternate I
52.242-3	Penalties for Unallowable Costs
52.243-2	Changes - Cost-Reimbursement - Alternate I
52.243-3	Penalties for Unallowable Costs
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.245-5	Government Property
52.246-5	Inspection of Services- Cost-Reimbursement
52.246-25	Limitation of Liability Services
52.249-6	Termination (Cost-Reimbursement)
52.249-14	Excusable Delays
52.251-1	Government Supply Sources
52.251-2	Interagency Motor Pool Vehicles and Related Services
52.253.1	Computer Generated Forms

1.2 Contractor Use of Mandatory Sources of Supply. 52.208-9

Contractor Use of Mandatory Sources of Supply (Mar 1996)

(a) Certain supplies to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48)). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies by the time required, or if the quality of supplies provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies from other sources until the Contracting Officer has notified the Contractor that the mandatory source has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:

(1) National Industries for the Blind (NIB)
1901 North Beauregard Street, Suite 200
Alexandria, VA 22311-1705
(703) 998-0770

(2) NISH
2235 Cedar Lane
Vienna, VA 22182-5200
(703) 560-6800

I.3 NOTIFICATION OF OWNERSHIP CHANGES 52.215-19

A. The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
2. The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

B. The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide the ACO or designated representative ready access to the records upon request;

- a. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- b. Retain and continue to maintain depreciation and amortization schedules based on the assets records maintained before each Contractor ownership change.
- c. The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

1.4 Small Business Subcontracting Plan. 52.219-9

As prescribed in 19.708(b), insert the following clause: (Oct 2000)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror upon request of the Contracting Officer, shall submit and negotiate a subcontracting plan where applicable, that separately addresses subcontracting with small

business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract

(d) The offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(1) A statement of--

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

- (vi) Total dollars planned to be subcontracted to women-owned small business concerns.
- (2) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (3) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
 - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
 - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
 - (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;

- (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will—
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
 - (a) Whether small business concerns were solicited and, if not, why not;
 - (b) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (c) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (d) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (e) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (f) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact--
 - (a) Trade associations;
 - (b) Business development organizations;

- (c) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (d) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through--
 - (a) Workshops, seminars, training, etc.; and
 - (b) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business,

HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--
 - (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with--
 - (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
 - (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract

completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

- (2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

Alternate II (Oct 2000). As prescribed in 19.708(b)(1), substitute the following paragraph (c) for paragraph (c) of the basic clause:

1.5 Small Disadvantaged Business Participation Program--Incentive Subcontracting. 52.219-26

As prescribed in 19.1204(c),

- (a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Sub-sectors as determined by the Department of Commerce.
- (b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized, NAICS Industry Sub-sectors, it will receive 0.05 Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.
- (c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

I.6 52.230-2 Cost Accounting Standards. 52.230-6

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--
- (1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
 - (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.
 - (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.
 - (4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

- (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.
- (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
- (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the

Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

I.7 Disclosure and Consistency of Cost Accounting Practices. 52.230-3

As prescribed in 30.201-4(b)(1),

- (a) The Contractor, in connection with this contract, shall--
 - (1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.
 - (2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
 - (3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.
 - (ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

- (4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by the United States was made to the time the adjustment is effected.
- (b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--
 - (1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.
 - (2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000.
 - (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

**I.8 CERTIFICATION AND ESTIMATED PERCENTAGE OF RECOVERED
MATERIAL CONTENT FOR EPA DESIGNATED ITEMS 52.223-9**

- (a) As required by the Resource Conservation and recovery Act of 1976 (42 U.S.C. 6962(J)(2)(C)), the Contractor shall execute the following certification:

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of Certification)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

- B. The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph A of this clause.

ESTIMATE		
EPA Designated Item	Total Dollar Value of EPA Designated Item	Percentage of Recovered Material Content
	\$	
	\$	
	\$	
	\$	

*Where applicable, also include the percentage of post-consumer material content.

- C. The Contractor shall submit this certification and estimate upon completion of the contract to _____ (To be completed in accordance with agency procedures).

I. 9 Administration of Cost Accounting Standards. 52.230-6

As prescribed in 30.201-4(d)(1)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (a) through (g) of this clause:

- (a) Submit to the Contracting Officer a description of any cost accounting practice change, the total potential impact of the change on contracts containing a CAS clause, and a general dollar magnitude of the change which identifies the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

- (1) For any change in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution; within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.
- (2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.
- (3) For any failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by subparagraph (a)(5) at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or by subparagraph (a)(4) at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices):
 - (i) Within 60 days (or such other date as may be mutually agreed to) after the date of agreement with the initial finding of noncompliance, or
 - (ii) In the event of Contractor disagreement with the initial finding of noncompliance, within 60 days of the date the Contractor is notified by the Contracting Officer of the determination of noncompliance.
- (b) After an ACO, or cognizant Federal agency official, determination of materiality, submit a cost impact proposal in the form and manner specified by the Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. The cost impact proposal shall be in sufficient detail to permit evaluation, determination, and negotiation of the cost impact upon each separate CAS-covered contract and subcontract.
- (1) Cost impact proposals submitted for changes in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting

Standards--Educational Institution; shall identify the applicable standard or cost principle and all contracts and subcontracts containing the clauses entitled Cost Accounting Standards or Cost Accounting Standards--Educational Institution, which have an award date before the effective date of that standard or cost principle.

- (2) Cost impact proposals submitted for any change in cost accounting practices proposed in accordance with subdivisions (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; shall identify all contracts and subcontracts containing the clauses at FAR 52.230-2, Cost Accounting Standards, FAR 52.230-5, Cost Accounting Standards--Educational Institution, and FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices.
- (3) Cost impact proposals submitted for failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards--Educational Institution; or by subparagraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, shall identify the cost impact on each separate CAS covered contract from the date of failure to comply until the noncompliance is corrected.
- (c) If the submissions required by paragraphs (a) and (b) of this clause are not submitted within the specified time, or any extension granted by the Contracting Officer, an amount not to exceed 10 percent of each subsequent amount determined payable related to the Contractor's CAS-covered prime contracts, up to the estimated general dollar magnitude of the cost impact, may be withheld until such time as the required submission has been provided in the form and manner specified by the Contracting Officer.
- (d) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with subparagraphs (a)(3) or (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-3.
- (e) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--

 - (1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used);

- (2) Include the substance of this clause in all negotiated subcontracts; and
- (3) **Within 30 days after award of the subcontract**, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility:
 - (i) Subcontractor's name and subcontract number.
 - (ii) Dollar amount and date of award.
 - (iii) Name of Contractor making the award.
- (f) Notify the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.
- (g) For subcontracts containing the clauses at FAR 52.230-2 or 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

ESTIMATE		
EPA Designated Item	Total Dollar Value of EPA Designated Item	Percentage of Recovered Material Content
	\$	
	\$	
	\$	
	\$	

*Where applicable, also include the percentage of post-consumer material content.

- C. The Contractor shall submit this certification and estimate upon completion of the contract to **JACQUELINE G. ROBERTS, Contracting Officer.**

I.10 52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause:

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulations (FAR).

“Consent to subcontract” means the Contract Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-priced and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, **either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.**

(e) If the Contractor has approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: __

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting –

(a) The principal elements of the subcontract price negotiations:

(b) The most significant considerations controlling establishment of initial or revised prices.

(c) The reason cost or pricing data were or were not required;

(d) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(e) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(f) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(g) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to qualify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) to relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.11 COMPETITION IN SUBCONTRACTING (DEC 1996) FAR 52.244.5

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.12 52.244-6 Subcontracts for Commercial Items and Commercial Components. (March 2001)

As prescribed in 44.403, insert the following clause:

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flown down to the subcontracts for commercial items:

(2) 52.219.8, Utilization of Small Business Concerns (Oct. 2000) (15 U.S.C. 637 (d)(2) and (3)) in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for constructions of any public facilities), the subcontractor must include 52.219.8 in lower tier subcontracts that offer subcontracting opportunities.

(3) 52.222-26, Equal Opportunity (E.O. 11246);

(4) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38U.S.C. 4212(a));

(5) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

- (6) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) While not required, the Contractor may flow down to contracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

The Contractor shall include the terms of this clause, including this paragraph in subcontracts awarded under this contract.

I.13 52.246-3 Inspection of Supplies--Cost-Reimbursement.

(March 2001) As prescribed in 46.303,

- (a) Definitions.

"Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The

Government shall perform inspections and tests in a manner that will not unduly delay the work.

- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
 - (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
 - (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—
 - (1) By contractor otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.
- (End of clause)

PART III. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J. LIST OF ATTACHMENTS

NUMBER	TITLE
J-1	Contract Pricing Proposal Cover Sheet (to be submitted as the first page of the Business Management Proposal)
J-2	Cost and Price Analysis Summary
J-3	Certificate of Current Cost or Pricing Data
J-4	Financial Display By Year, ETA 2110 Format (Complete instructions for completion of this form can be found in the PRH, Chapter 9, Appendix 901)
J-5	Staffing Chart
J-6	Job Corps Publications List
J-7	State of <u>Hawaii</u> Workforce Development Goals
J-8	Utilities and Fuel Usage for last Contract Year
J-9	List of Vocational Skills Training (VST) Slots
J-10	Past Experience Confirmation Questionnaire
J-11	New Contractor Relevant/Transferrable Experience Matrix
J-12	Square Foot Facility Utilization Table
J-13	Computerized Property Management Listing
J-14	Site Map
J-15	Davis-Bacon Wage Determination (State of <u>Hawaii</u>)
J-16	Service Contract Act - Wage Determination. (To be issued prior to award)

ATTACHMENT J-1

		1. SOLICITATION/CONTRACT/MODIFICATION NO.		FORM APPROVED OMB NO. 9000-0013	
CONTRACT PRICING PROPOSAL COVER SHEET					
2. NAME AND ADDRESS OF OFFEROR (Include Zip Code)		3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT		3B. TELEPHONE NUMBER	
		4. TYPE OF CONTRACT ACTION (CHECK)			
		A. NEW CONTRACT	D. LETTER CONTRACT		
		B. CHANGE ORDER	E. UNPRICED ORDER		
5. TYPE OF CONTRACT (Check) <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> Other (Specify)		6. PROPOSED COST (A+B=C)			
		A. COST \$	B. PROFIT/FEE \$	C. TOTAL \$	
7. PLACE(S) AND PERIOD(S) OF PERFORMANCE.					
8. List and reference the identification, quantity and total price proposed for each contract item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)					
A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REFERENCE	
9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If Available)					
A. CONTRACT ADMINISTRATION OFFICE		B. AUDIT OFFICE			
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," Identify) 9 YES 9 NO		11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B) <input type="checkbox"/> YES <input type="checkbox"/> NO		11B. TYPE OF FINANCING (Check One) <input type="checkbox"/> ADVANCE PAYMENTS <input type="checkbox"/> PROGRESS PAYMENTS <input type="checkbox"/> GUARANTEED LOANS	
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s)) <input type="checkbox"/> YES <input type="checkbox"/> NO		13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain) <input type="checkbox"/> YES <input type="checkbox"/> NO			
14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)					
A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO No CAS covered contracts.		B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 OR 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate) <input type="checkbox"/> YES <input type="checkbox"/> NO			
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO		D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO			
This proposal is submitted in response to the RFP, contract modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b) (2), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the Contracting Officer or an authorized representative the right to examine, at any time before award, those books, records, documents and other types of factual information, regarding the form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.					
15. NAME AND TITLE (Type)		16. NAME OF FIRM			
17. SIGNATURE			18. DATE OF SUBMISSION		

COST AND PRICE ANALYSIS SUMMARY			
Cost Category		1st Contract Year	2nd Contract Year
1	Staff Salaries Excluding Fringe	\$	\$
2	Fringe Benefits for Staff	\$	\$
3	Staff Travel & Per Diem	\$	\$
4	Consultants Costs	\$	\$
5	Subcontract Costs	\$	\$
6	Materials & Supplies	\$	\$
7	Communications Costs	\$	\$
8	All Other Direct Costs	\$	\$
9	Total Estimated Direct Costs	\$	\$
10	Overhead Costs (if applicable) (____%)	\$	\$
11	General and Administrative Costs(____%)	\$	\$
12	Total Estimated Indirect Costs (____%)	\$	\$
13	Total Estimated Direct/Indirect Costs	\$	\$
14	Fixed Fee	\$	\$
15	Total Estimated Cost Including Fixed Fee	\$	\$

ATTACHMENT J-1

(page 2 of 4)

FRINGE BENEFITS		%	1 st Year Pay Base (a)	2 nd Year Pay Base (b)	Fringe 1 st Year (%*a)	Fringe 2 nd Year (%*b)
1	Unemployment Insurance		\$	\$	\$	\$
2	FICA		\$	\$	\$	\$
3	Worker's Compensation		\$	\$	\$	\$
4	Health Insurance		\$	\$	\$	\$
5	Dental Insurance		\$	\$	\$	\$
6	Life Insurance		\$	\$	\$	\$
7	Retirement/Pension		\$	\$	\$	\$
8	Other (Specify)		\$	\$	\$	\$
9	Total Costs of Fringe Benefits				\$	\$
ADDITIONAL INFORMATION					\$	\$
10	Estimated Overtime/Holiday Premium Pay				\$	\$
11	Estimated Night Differential				\$	\$
12	Number of Staff Paid Holidays				#	#
13	Estimated Total Number Staff Vacation Days				#	#

COST AND PRICE ANALYSIS SUMMARY				
Cost Category		1st OY	2nd OY	3rd OY
1	Staff Salaries Excluding Fringe	\$	\$	\$
2	Fringe Benefits for Staff	\$	\$	\$
3	Staff Travel & Per Diem	\$	\$	\$
4	Consultants Costs	\$	\$	\$
5	Subcontract Costs	\$	\$	\$
6	Materials & Supplies	\$	\$	\$
7	Communications Costs	\$	\$	\$
8	All Other Direct Costs	\$	\$	\$
9	Total Estimated Direct Costs	\$	\$	\$
10	Overhead Costs (if applicable) (____%)	\$	\$	\$
11	General and Administrative Costs(____%)	\$	\$	\$
12	Total Estimated Indirect Costs (____%)	\$	\$	\$
13	Total Estimated Direct/Indirect Costs	\$	\$	\$
14	Fixed Fee	\$	\$	\$
15	Total Estimated Cost Including Fixed Fee	\$	\$	\$

ATTACHMENT J-2

(page 4 of 4)

FRINGE BENEFITS		%	OY1 Pay Base	Fringe OY 1	%	OY2 Pay Base	Fringe OY 2	%	OY3 Pay Base	Fringe OY 3
1	Unemployment Insurance		\$	\$		\$	\$		\$	\$
2	FICA		\$	\$		\$	\$		\$	\$
3	Workmen's Compensation		\$	\$		\$	\$		\$	\$
4	Health Insurance		\$	\$		\$	\$		\$	\$
5	Dental Insurance		\$	\$		\$	\$		\$	\$
6	Life Insurance		\$	\$		\$	\$		\$	\$
7	Retirement/Pension		\$	\$		\$	\$		\$	\$
8	Other (Specify)		\$	\$		\$	\$		\$	\$
9	Total Costs of Fringe Benefits			\$			\$			\$
ADDITIONAL INFORMATION										
10	Estimated Overtime/Holiday Premium Pay			\$			\$			\$
11	Estimated Night Differential			\$			\$			\$
12	Number of Staff Paid Holidays			#			#			#
13	Estimated Total Number Staff Vacation Days			#			#			

ATTACHMENT J-3

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

—

Name _____(SIGNATURE)

Title _____

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

ATTACHMENT J-4

(page 1 of 2)

Financial Display by Year (ETA 2110 format)

	FIRST YEAR		SECOND YEAR		TOTAL	
	SY	TOTAL COST	SY	TOTAL COST	SY	TOTAL COST
01 Educ Personnel Exp						
02 Other Education						
03 Voc Personnel Exp						
04 Other Voc Exp						
05 Social Skills Personnel Exp						
06 Other Social Skills Exp						
07 Food						
08 Clothing						
09 Support Ser Personnel Exp						
10 Other Support Ser Exp						
11 Medical/Dent Personnel Exp						
12 Other Medical/Dent Exp						
13 Child Care Personnel Exp						
14 Other Child Care Exp						
15 Admin Personnel Exp						
16 Other Admin Exp						
17 Indirect Admin Exp						
18 Facil Maint Personnel Exp						
19 Other Facil Maint Exp						
20 Security Personnel Exp						
21 Other Security Exp						
22 Communications						
23 Utilities and Fuel						
24 Facilities Lease Exp						
25 Insurance						
26 Motor Vehicle Expense						
27 Travel & Training						
28 Contractor's Fee						
29 FECA Chargeback (CCC)						
30 Indirect Center Operations						
31 Net Center Operations Expenses						

ATTACHMENT J-4

(page
2 of 2)

Financial Display by Year (ETA 2110 format)

	THIRD YEAR OPTION		FOURTH YEAR OPTION		FIFTH YEAR OPTION		TOTAL	
	SY	TOTAL	SY	TOTAL	SY	TOTAL	SY	TOTAL
01 Educ Personnel Exp								
02 Other Education								
03 Voc Personnel Exp								
04 Other Voc Exp								
05 Social Skills Personnel Exp								
06 Other Social Skills Exp								
07 Food								
08 Clothing								
09 Support Ser Personnel Exp								
10 Other Support Ser Exp								
11 Medical/Dent Personnel Exp								
12 Other Medical/Dent Exp								
13 Child Care Personnel Exp								
14 Other Child Care Exp								
15 Admin Personnel Exp								
16 Other Admin Exp								
17 Indirect Admin Exp								
18 Facil Maint Personnel Exp								
19 Other Facil Maint Exp								
20 Security Personnel Exp								
21 Other Security Exp								
22 Communications								
23 Utilities and Fuel								
24 Facilities Lease Exp								
25 Insurance								
26 Motor Vehicle Expense								
27 Travel & Training								
28 Contractor's Fee								
29 FECA Chargeback (CCC)								
30 Indirect Center Operations								
31 Net Center Operations Expenses								

STAFFING CHART

Instructions for Completing the Staffing Chart:

To ensure that all cost and staffing proposals are evaluated fairly it is imperative that proposals be presented as clearly and as consistently as possible.

In addition to the presentation of staff resources by cost groups under the ETA 2110 format, it is necessary to display, for the purpose of evaluation, the number of staff by functional groups in accordance with the outline of the Statement of Work, Part I, Section C.

The following Staffing Chart shall be completed. The number of staff in each function shall be shown on this chart. The costs of each staff position shall be shown in the narrative justification for each ETA 2110 line of your cost proposal. It is realized that each contractor has its own manner of organizing its staff. However, for the purposes of this proposal, follow the outline of this staffing chart. Also, to assure cost proposal consistency please allocate each staff member cost in your cost proposal in accordance with the ETA 2110 Line Number and Cost Code as detailed in the PRH, Chapter 9, for each separate position. The line number and cost code may differ from Attachment E.

It is realized that different contractors have different position titles for similar functions. The Staffing Chart describes functions. Try to allocate your own staff titles to the functional titles on the chart wherever possible. In the event that a position is so unique that it will not fit any title on the chart, place the position in the appropriate place on the chart and indicate by Line Number and/or Cost Code where it can be found in your cost proposal.

Definitions.

1. Function. The major purpose of the position.
2. Sub-Function. A more precise description than the function. If none is needed do not complete the column.
3. Line Number. The ETA 2110 cost line number. See PRH, Chapter 9.
4. Cost Code. The cost reference code from the instructions in the PRH, Chapter 9, Appendix 901.
5. Number. The number of staff at each position title. If none are proposed, leave the line blank. If one person performs more than one function or one person performs the same function in two or more different functional areas, show the allocation of that person's time as a decimal (e.g., .5) allocation to the proper line.
6. Remarks. The center title, if different from the function title shown, and any comments you wish to make.
7. Note. If a position is contracted show the number in parentheses () and indicate the Line Number and Cost Code to which the cost is charged in the remarks column.

Staffing Chart		
Line 01 Education Personnel	Number	Remarks
Student Training Director		
Academics Manager		
Academics Clerical		
Instructors: Please list by Academic Program		
Testing Coordinator		
Instructor Substitute		
Other Education Positions (Specify)		

ATTACHMENT J-5

(page 3 of 12)

Staffing Chart		
Line 03 Vocational Personnel	Number	Proposed Salary
Vocational Manager		
Vocational Clerical		
OEP Coordinator		
Instructors: Please list by Vocational Offering		
VST Coordinator		
STW Coordinator		
Instructor Substitute		
Other Vocational Positions (Specify)		

Staffing Chart		
Line 05 Social Skills Personnel	Number	Proposed Salary
Director of Residential Living		
Residential Living Manager		
Residential Living Supervisor		
Residential Living Clerk		
Senior Counselor		
Counselor		
Counselor Aide		
Center Standards Officer		
Senior Resident Advisor		
Recreation Manager		
Recreation Supervisor		
Recreation Instructor		
Recreation Specialist		
Recreation Aide		
Orientation Specialist		
Diversity Coordinator		
Student Government Leader/SWF Advisor		
Safety Program Instructor		
Clerk/Typist		
Other Social Skills Positions (Specify)		

Staffing Chart		
Line 09 Support Service Personnel	Number	Proposed Salary
Food Service Manager		
Laundry Manager		
Vehicle Fleet Manager		
Senior Cook		
Cook		
Cook Helper/Assistant		
Culinary Worker		
Driver		
Substitute Driver		
Laundry Personnel		
Other Support Positions (Specify)		

Staffing Chart		
Line 11 Medical/Dental Personnel	Number	Proposed salary
Medical Services Director		
Health Services Manager		
Health Services Administrator		
Clerical		
Physician		
Physician Assistant		
Medical Assistant		
Pharmacist		
Psychiatrist/Psychologist		
Mental Health Consultant		
Registered Nurse (RN)		
Vocational/Practical Nurse (LVN/LPN)		
Nurse Assistant/Practitioner (NA/NP)		
Lab Technician		
Dentist		
Dental Hygienist		
Dental Technician		
Dental Assistant		
Pregnancy Coordinator		
Substance Abuse Coordinator		
Substance Abuse Assistant		
Other Medical/Dental Positions (Specify)		

Staffing Chart		
Line 13 Child Care Center	Number	Remarks
Child Care Director		
Child Care Manager		
Child Care Specialist		
Child Care Aide		
Child Care Teacher Aide		
Child Care Clerical		
Pre-School Instructor		
Pre-School Instructor Substitute		
Day Care Specialist		
Day Care Specialist Substitute		
Other Child Care Positions (Specify)		

Staffing Chart		
Line 15 Administrative Personnel	Number	Remarks
Center Director		
Deputy Center Director		
Program Director		
Administration Director		
Administration Manager		
Administrative Assistant		
Secretary		
Secretary II		
IT Support Specialist		
PBX Operator		
Personnel Manager		
Personnel Specialist		
EEO Coordinator		
Business & Community Liaison		
Finance Manager		
Accountant		
Bookkeeper		
Procurement Manager		
Procurement Specialist		
Procurement Clerk		
Property Manager		
Property Specialist		
Supply Clerk		
Warehouse Worker		
Facility Manager		
Student Records Manager		

Staffing Chart		
Line 15 Administrative Personnel (cont)	Number	Remarks
Payroll clerk		
Clothing Clerk		
Transportation Clerk		
Legal Services Clerk		
Accountability Clerk		
ADP Programmer		
ADP Specialist		
Clerical		
Other Administration Positions (Specify)		

Staffing Chart		
Line 18 Facilities Maintenance	Number	Remarks
Maintenance Manager		
Maintenance Supervisor		
Clerical		
Maintenance Engineer		
Maintenance Mechanic		
Maintenance Helper		
Grounds keeper		
Janitor		
Other Facility Maintenance Positions (Specify)		

Staffing Chart		
Line 20 Security Personnel	Number	Remarks
Security Manager		
Security Supervisor		
Clerical		
Lead Security Officer		
Security Officer		
Security Guard		
Other Security Positions (Specify)		
Total Security Personnel		
TOTAL FULL TIME EQUIVALENT STAFF		
Total Contractor Staff		
Total Sub-Contracted Staff		
Total National Training Contractor Staff		
Total FTE		

OUTREACH, ADMISSIONS & CAREER DEVELOPMENT SERVICES SYSTEM	NUMBER	REMARKS
OA & CDSS Director		
OA Manager		
Admissions Counselor		
OA Clerk		
Career Development Services Manager		
Career Development Specialist		
Career Development Clerk		
Total OA & CDSS Personnel		

ATTACHMENT J-6

JOB CORPS PUBLICATIONS LIST

1. Job Corps Federal Regulations - 20 CFR 638, July 1990
2. Policy and Requirements Handbook

ATTACHMENT J-7

(INSERT STATE WORKFORCE DEVELOPMENT PLAN GOALS)
(Available at Pre-Proposal Conference)

ATTACHMENT J-8

(INSERT ANNUAL FUEL AND UTILITY REPORT)

INVENTORY VALUATION

(Will be made available at Pre-Proposal Conference)

ATTACHMENT J-9

VOCATIONAL SKILLS TRAINING (VST)

The following vocational training programs qualify for VST funding at the \$750 per training slot per year:

Vocational Training Program*	Training Slots
Waimanalo:	
Facilities Maintenance	24
Landscaping	24
Painter Pre-Apprentice	20
Maui:	
Facilities Maintenance	24
Total	92

* Training provided by National Training Contractors

ATTACHMENT J-10

Past Experience Confirmation Questionnaire

Hawaii Job Corps Center

To Whom it May Concern:

We are currently responding to the Department of Labor RFP # IX-01-02 for the procurement of the continued operation of the Hawaii Job Corps Center.

The Department of Labor is placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. Therefore, we are requesting that you provide the following information regarding our performance on the contract identified below. Please complete Sections B-G of this Questionnaire and return it directly to the address shown below no later than **2:00 p.m., PDT, July 13, 2001.**

ATTN: Jacqueline G. Roberts, Contracting Officer
Office of Job Corps, San Francisco Regional Office
71 Stevenson Street, Suite 1015
San Francisco, California 94105-2970

By my signature below, I authorize you to respond to any additional inquiries by the Department of Labor regarding our performance on the referenced contract.

_____(Signature)_____(Date)
_____(Title)

A. Contract Identifying Information:	
Offeror:	
Project Title:	
Contracting Officer:	Phone No.
Project Manager:	Phone No.
Address:	FAX No.
Work Performance Period: _____ to _____	
Contract Value: \$	
Brief Summary of Statement of Work:	

B. Outcomes vs. Goals:	
1. Were there measurable performance goals or outcomes associated with this contract? If yes, describe:	<input type="radio"/> Yes <input type="radio"/> No
<i>For the following questions, where applicable, underline or circle the adjectival rating which most closely represents your assessment of the contractor's performance: Excellent - E, Very Good - VG, Good - G, Fair - F, Poor - P, Unacceptable - U</i>	
2. How effective was the contractor in achieving those outcomes?	<input type="radio"/> Excellent <input type="radio"/> Fair <input type="radio"/> Very Good <input type="radio"/> Poor <input type="radio"/> Good <input type="radio"/> Unacceptable
C. Cost Control: How well has the contractor:	
1. Performed all contracted services within the budget?	<input type="radio"/> Excellent <input type="radio"/> Fair <input type="radio"/> Very Good <input type="radio"/> Poor <input type="radio"/> Good <input type="radio"/> Unacceptable
2. Submitted complete and accurate financial reports and invoices?	<input type="radio"/> Excellent <input type="radio"/> Fair <input type="radio"/> Very Good <input type="radio"/> Poor <input type="radio"/> Good <input type="radio"/> Unacceptable
3. Has a draft or final audit report disclosed questioned or disallowed costs? If yes, indicate: a. period covered by audit _____ b. disallowed or recommended for disallowance _____ c. disallowed costs as a % of audited funds _____ d. administrative findings _____ _____	<input type="radio"/> Yes <input type="radio"/> No
J-10 (page 2 of 4)	

Comments: (Explain any ratings below Good)

**Summary Adjectival Rating of
Cost Control**

9 Excellent	9 Fair
9 Very Good	9 Poor
9 Good	9 Unacceptable

J-10 (page 3 of 4)

D. Timeliness of Performance: How well has the contractor:		
1. Completed contract requirements and submitted reports and schedules according to specified time frames?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
2. Responded to technical direction and requests in a timely manner?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
Comments: (Explain any ratings below Good)	Summary Adjectival Rating of Timeliness of Performance 9 Excellent 9 Fair 9 Very Good 9 Poor 9 Good 9 Unacceptable	
E. Business Relations: To what extent has the contractor:		
1. Been pro-active in contract monitoring and review?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
2. Demonstrated a responsive and cooperative working relationship with the Contracting Officer and Project staff?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
3. Promptly notified the Contracting Officer of potential problems?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
4. Used effective approaches and provided technical expertise and resources to solve contract problems?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
Comments: (Explain any ratings below Good)	Summary Adjectival Rating of Business Relations 9 Excellent 9 Fair 9 Very Good 9 Poor 9 Good 9 Unacceptable J-10 (page 4 of 4)	

F. Customer Satisfaction: To what extent has the contractor:		
1. Been effective in tailoring the program to meet the needs of the customers?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
2. Shown flexibility in operating the program to meet changing program needs and emphases?	9 Excellent 9 Very Good 9 Good	9 Fair 9 Poor 9 Unacceptable
Comments: (Explain any ratings below Good)	Summary Adjectival Rating of Customer Satisfaction 9 Excellent 9 Fair 9 Very Good 9 Poor 9 Good 9 Unacceptable	
Additional Comments:		
Name & Title of Individual Completing Information:		Phone No.

=====

(Department of Labor Use Only)
SUMMARY PAST EXPERIENCE CONFIRMATION

B. Outcomes vs. Goals	
C. Cost Control	
D. Timeliness of Performance	
E. Business Relations	
F. Customer Satisfaction	

Verified by: _____ Date: _____

ATTACHMENT J-11

NEW CONTRACTOR RELEVANT/TRANSFERRABLE EXPERIENCE MATRIX

MAJOR JOB CORPS PROGRAM ELEMENTS	RELEVANT/TRANSFERRABLE CONTRACTOR EXPERIENCE (List examples of experience which are relevant/equivalent in content, scope and/or complexity to the requirements of this procurement.)	CONTRACT SOURCE (List contract number(s))
Outreach/Admissions (PRH Chapters 1 & 7)		
Student Training (PRH Chapter 2) <u>Academic Education</u> <u>Vocational Training</u> <u>Social Skills Training</u>		
Social Development Support (PRH Chapter 3)		

**SQUARE FOOT FACILITY UTILIZATION TABLE WILL BE AVAILABLE
AT PRE-PROPOSAL CONFERENCE**

**COMPUTERIZED PROPERTY MANAGEMENT LISTING
WILL BE AVAILABLE AT PRE-PROPOSAL CONFERENCE**

ATTACHMENT J-14

SITE PLAN MAP WILL BE AVAILABLE AT PRE-PROPOSAL CONFERENCE

ATTACHMENT J-15 DAVIS BACON WAGE DETERMINATION

GENERAL DECISION HI010001 03/02/2001 HI1

Date: March 2, 2001

General Decision Number HI010001

Superseded General Decision No. HI000001

State: Hawaii

Construction Type:

BUILDING

DREDGING

HEAVY

HIGHWAY

RESIDENTIAL

County(ies):

STATEWIDE

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS

(consisting of single family homes and apartments up to and

including 4 stories); **HEAVY AND HIGHWAY CONSTRUCTION PROJECTS**

AND DREDGING

Modification Number Publication Date

0 03/02/2001

COUNTY(ies):

STATEWIDE

ASBE0132A 08/30/1998

Rates Fringes

ASBESTOS WORKERS/INSULATORS

Includes application of all

insulating materials, protective

coverings, coatings and finishes

to all types of mechanical

systems. Also the application of

firestopping material for wall
 openings and penetrations in walls,
 floors, ceilings and curtain walls. 26.50 14.89

BOIL0204A 10/01/1998

	Rates	Fringes
BOILERMAKERS	26.25	13.76

BRHI0001A 03/01/1999

	Rates	Fringes
BRICKLAYERS; Caulkers; Cement Block Layers; Cleaners; Pointers; and Stonemasons	25.37	12.19

BRHI0001B 03/01/1999

	Rates	Fringes
TERRAZZO WORKERS:		
Terrazzo Workers	25.37	12.19
Terrazzo Base Grinders	23.56	12.19
Terrazzo Floor Grinders and Tenders	22.01	12.19

BRHI0001C 03/01/1999

	Rates	Fringes
MARBLE MASONS	25.37	12.19

BRHI0001D 03/01/1999

	Rates	Fringes
TILE LAYERS (CERAMIC)	25.37	12.19
TILE LAYER FINISHERS (CERAMIC)	22.01	12.19

CARP0745A 09/04/2000

	Rates	Fringes
CARPENTERS:		

Carpenters; Hardwood Floor
 Layers; Patent Scaffold
 Erectors (14 ft. and over);

Piledrivers; Pneumatic Nailers; Wood Shinglers; and Transit and/or Layout Man	28.60	15.05
Millwrights and Machine Erectors	28.85	15.05
Power Saw Operators (2 H.P. and over)	28.75	15.05

CARP0745B 09/04/2000

	Rates	Fringes
DRYWALL HANGERS		28.85 15.02
LATHERS	28.85	15.02

ELEC1186A 08/15/1999

	Rates	Fringes
ELECTRICIANS:		
Electricians	29.95	5.53+30.6%
Technicians	30.85	5.53+30.6%
Cable Splicers	32.95	5.53+30.6%

ELEC1186B 08/15/1999

	Rates	Fringes
LINE CONSTRUCTION:		
Linemen	29.95	5.53+30.6%
Technicians	30.85	5.53+30.6%
Heavy Equipment Operators	26.96	5.53+30.6%
Cable Splicers	32.95	5.53+30.6%
Groundmen; Truck Drivers	22.46	5.53+30.6%

ELEV0126A 10/04/1999

	Rates	Fringes
ELEVATOR MECHANICS	34.65	6.935+a+b

- a. VACATION: Employer contributes 8% of basic hourly rate
for 5 years service and 6% of basic hourly rate
for 6 months to 5 years service as vacation pay
credit.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
Day, Labor Day, Thanksgiving Day, Day
after Thanksgiving Day and Christmas Day.
-

ENGI0003H 09/01/1997

	Rates	Fringes
ASPHALT PAVING:		
Asphalt Raker	25.83	11.73+a
Asphalt Spreader Operator	27.11	11.73+a
Roller Operator:		
Over 5 tons	26.79	11.73+a
5 tons and under	25.56	11.73+a
Screedperson	26.14	11.73+a
Hand Roller	25.33	11.73+a

a. VACATION: Employee who has completed 1 to 9 years of service shall receive a vacation of 2 weeks each year with pay; 10 or more years of service, a vacation of 4 weeks each year with pay.

ENGI0003I 08/31/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	25.24	13.98
GROUP 2	25.35	13.98
GROUP 3	25.52	13.98
GROUP 4	25.79	13.98
GROUP 5	26.10	13.98
GROUP 6	26.75	13.98
GROUP 7	27.07	13.98
GROUP 8	27.18	13.98
GROUP 9	27.29	13.98
GROUP 9A	27.52	13.98
GROUP 10	27.58	13.98
GROUP 10A	27.73	13.98
GROUP 11	27.88	13.98
GROUP 12	28.24	13.98
GROUP 12A	28.60	13.98

WAGE RATES FOR TUNNEL WORK:

GROUP 1	25.54	13.98
GROUP 2	25.65	13.98
GROUP 3	25.82	13.98
GROUP 4	26.09	13.98
GROUP 5	26.40	13.98

GROUP 6	27.05	13.98
GROUP 7	27.37	13.98
GROUP 8	27.48	13.98
GROUP 9	27.59	13.98
GROUP 9A	27.82	13.98
GROUP 10	27.88	13.98
GROUP 10A	28.03	13.98
GROUP 11	28.18	13.98
GROUP 12	28.54	13.98
GROUP 12A	28.90	13.98

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A"Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile);

Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator; Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and

including 35 cu. yds., "struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type

Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds "struck"m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

HELICOPTER WORK:

Pilot of Helicopter	29.41	13.98
Co-Pilot of Helicopter	29.24	13.98
Airborne Hoist Operator for Helicopter	29.10	13.98

DIVERS (AQUA LUNG) (SCUBA):

Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)	39.93	13.98
Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)	49.30	13.98
Stand-by Diver (Aqua Lung) (Scuba)	30.55	13.98

DIVERS (OTHER THAN AQUA LUNG):

Diver (Other than Aqua Lung)	49.30	13.98
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Stand-By Diver (Other than Aqua Lung)	30.55	13.98
Diver Tender (Other than Aqua Lung)	27.52	13.98

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.35
Booms and/or Leads of 130 feet up to but not including 180 feet	0.50
Booms and/or Leads of 180 feet up to and including 250 feet	0.90
Booms and/or Leads over 250 feet	1.35

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.00
Booms over 250 feet	1.50

ENGI0003K 08/31/1998

Rates	Fringes
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TRUCK DRIVERS:

GROUP 1	25.52	13.98+a
GROUP 2	25.79	13.98+a
GROUP 3	26.10	13.98+a
GROUP 4	26.75	13.98+a
GROUP 5	27.07	13.98+a
GROUP 6	27.18	13.98+a

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Utility, flatbed, or similar.

GROUP 2: Dump, 8 yards, and under (water level); water truck, up to and including 2,000 gallons.

GROUP 3: Tandem Dump, over 8 yards (water level); water truck (over 2,000 gallons).

GROUP 4: Semi-trailer, rock cans, or semi-dump.

GROUP 5: Slip-in or pup.

GROUP 6: End dumps (unlicensed); tractor trailer (hauling equipment).

a. An employee who has completed 1 but less than 2 years service - 1 week's paid vacation; 2 but less than 10 years service - 2 weeks paid vacation; 10 but less than 15 years service - 3

weeks paid vacation; and 15 or more years service - 4 weeks paid vacation.

ENGI0003L 08/31/1998

Rates Fringes

DREDGING:

CLAMSHELL OR DIPPER DREDGES:

GROUP 1	28.24	13.98
GROUP 2	27.58	13.98
GROUP 3	27.18	13.98
GROUP 4	25.52	13.98

DREDGING CLASSIFICATIONS

GROUP 1: Clamshell or Dipper Operator.

GROUP 2: Mechanic or Welder; Watch Engineer.

GROUP 3: Barge Mate; Deckmate.

GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGES:

GROUP 1	27.88	13.98
GROUP 2	27.73	13.98
GROUP 3	27.58	13.98
GROUP 4	27.52	13.98
GROUP 5	27.18	13.98
GROUP 6	27.07	13.98

GROUP 7	25.52	13.98
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DREDGING CLASSIFICATIONS

GROUP 1: Leverman.

GROUP 2: Watch Engineer (steam or electric).

GROUP 3: Mechanic or Welder.

GROUP 4: Dozer Operator.

GROUP 5: Deckmate.

GROUP 6: Winchman (Stern Winch on Dredge).

GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICKS:

GROUP 1	28.24	13.98
GROUP 2	27.58	13.98
GROUP 3	27.18	13.98
GROUP 4	25.52	13.98

DERRICK CLASSIFICATIONS

GROUP 1: Operators (Derricks, Piledrivers and Cranes).

GROUP 2: Saurman Type Dragline (over 5 cubic yards).

GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).

GROUP 4: Deckhand, Fireman, Oiler.

BOAT OPERATORS:

Master Boat Operator	27.88	13.98
Boat Operator	27.73	13.98
Boat Deckhand	25.52	13.98

IRON0625A 09/04/2000

	Rates	Fringes	
IRONWORKERS	25.50+a	18.66	

a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna

Loa or Haleakala.

LABO0368A 09/04/2000

	Rates	Fringes
LABORERS:		
GROUP 1	22.45	10.74
GROUP 2	20.85	10.74
GROUP 3	23.45	10.74
GROUP 4	22.95	10.74
GROUP 5	21.95	10.74
GROUP 6	14.85	6.49
MASON TENDERS	22.70	10.74

LABORERS CLASSIFICATIONS

GROUP 1: Asbestos Removal Worker (EPA certified workers); Asphalt Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning, Welding, Signalling, Choke Setting, and Rigging in connection with Laborers' work (except demolition); Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Curer (impervious membrane and form oiler); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar

character, whether run by gas, diesel, or electric power; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit

for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off; Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Curbing, Concreting, and Asphalt; Curing of Concrete, mortar, and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Driller (Track, Diamond Core, and Wagon); Driller (Joydrill Model TWM-2A, Gardner Denver DH-143 and similar type drills); Driller (Mechanical) (not covered elsewhere) (including multiple unit); (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C, Gardner-Denver SCH2500/SCH3500BV, Furukawa HCR-C300, Tamrock Drilltech CHA800/DHH 850 Tamrock Commando) (similar and replacement equipment thereof); Drilling for blasting; Operation of all rock and concrete drills and Jack Hammers, including handling, carrying, laying out of hose; (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C), Gardner-Denver SCH2500/SCH3500 BV, Furukawa HCR-C300, Tamrock Drilltech CHA 800/DHH 850/Tamrock Commando) (similar and replacement equipment thereof); Drilling (Mechanical) on the site or along the right-of-way as well as access roads, reservoirs, including areas adjacent or pertinent to construction sites); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Fence and/or Guardrail Erector; Forklift (9 ft. and under); Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir, or heat welding for sewer pipes); Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Installation of Gilsulate 500XR; Jackhammer Operator; Jacking of slip forms; All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator); Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting); Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be

necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe;

Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/ Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Sandblaster (Nozzleman) handling, placing and operation of nozzle; Scaffold Erector; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.);

Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

GROUP 2: Air Blasting; Appliance Handling (job site) (after delivery and unloading in storage area); Asphalt Laborer; Asphalt Plant Laborer; Backfill work connected with the installation of Gilsulate 500XR; Backfilling, Grading and all other labor connected therewith; Boring Machine; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Cemetery

Laborers; Chainman, Rodmen, and Grade Markers; Cleaning and Clearing of all debris; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Cleanup of Grounds and Buildings (other than "Light Clean-Up") (Janitorial Laborer); Clean-up of right-of-way; Clearing and slashing of brush or trees by hand or mechanical cutting; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, burning or cutting, breaking away, cleaning and removal of all masonry, wood or metal fixtures for salvage or scrap, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller, Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Excavation, Preparation of street ways and bridges; Fence and/or Guardrail Erector; Dismantling and/or re-installation of all fence;

Finegrader; Firewatcher; Flagman (Coning, preparing, establishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; Garbage and Debris Handlers and Cleaners; Gas, Pneumatic, and Electric Tools, not listed Group 1 (except Rototiller); General Clean-up: sweeping, cleaning, washdown, wiping of construction facility, and equipment (other than "Light Clean-up" [Janitorial] Laborer); General Excavation and Grading (all labor connected therewith); Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction; General Laborer; Guniting Operator; Junk Yard Laborers (same as Salvage Yard); Landscape Nursery Laborers; Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterpools, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signalling from truck, conveyance or stockpile; Material Yard Laborers; Parks and Sports arenas and all recreational center employees; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote,

and similar-type materials (pipe under 6 inches); Plasterer Laborer (including Hod Carrier); Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Removal of surplus material; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers,

masons, and other construction trades crafts; Scaffolds:
 (Specially designed by carpenters) laborers shall tend said
 carpenter on erection and dismantling thereof, preparation for
 foundation or mudsills, maintenance; Scraping of floors; Screeds:
 Handling of all screeds to be reused; handling, dismantling and
 conveyance of screeds; Setting, leveling and securing or bracing
 of metal or other road forms and expansion joints; Sheeting
 Piling/trench shoring (handling and placing of skip sheet or
 wood plank trench shoring); Ship Scalers; Shipwright; Sign
 Erector (subdivision traffic, regulatory, and street-name signs);
 Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee
 Man, Shuttle Man, Top Man); Snapping of wall ties and removal of
 tie rods; Soil Test operations of semi and unskilled labor such
 as filling sand bags; Striper (Asphalt, Concrete or other Paved
 Surfaces); Tagging and Signaling of all building materials into
 high-rise units; Tool Room Attendant (Job Site); Traffic
 Delineating Device Applicator; Underpinning, lagging, bracing,
 propping and shoring, loading, signaling, right-of-way clearance
 along the route of movement, The clearance of new site,
 excavation of foundation when moving a house or structure from
 old site to new site; Utilities employees; Water Man;
 Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete
 pouring operations); Wrecking, stripping, dismantling and
 handling concrete forms an false work.

GROUP 3: Licensed Powdermen.

GROUP 4: Gunnite Operator; High Scaler (working suspended),
 Pipelaying.

GROUP 5: Window Washer (Outside) (Working from bosun's chair
 and/or cable-suspended scaffold or work platform).

GROUP 6: Light Clean-Up.

LABO0368B 07/05/2000

	Rates	Fringes
LANDSCAPE AND IRRIGATION LABORERS:		
Group 1	16.61	5.02
Group 2	17.11	5.02
Group 3	13.61	5.02

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).

GROUP 2: Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such

Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in

connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and pruning, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and

horticultural-related work.

LABO0368C 09/04/2000

	Rates	Fringes
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UNDERGROUND LABORERS:

GROUP 1	21.45	10.74
GROUP 2	22.95	10.74
GROUP 3	23.45	10.74
GROUP 4	24.45	10.74
GROUP 5	24.80	10.74
GROUP 6	25.05	10.74
GROUP 7	25.50	10.74

GROUP 1: Watchmen; Change House Attendant

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen;

Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblater-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791A 01/01/2001

	Rates	Fringes
PAINTERS:		
Brush	25.55	17.85
Sandblaster; Spray	26.05	17.85

PAIN1889A 07/01/1999

	Rates	Fringes
GLAZIERS	22.05	17.08

PAIN1926B 01/01/1999

	Rates	Fringes
SOFT FLOOR LAYERS	22.90	14.90

PAIN1944A 01/01/2000

	Rates	Fringes
TAPERS	31.25	9.85

PLAS0630A 03/01/1999

	Rates	Fringes
PLASTERERS	25.91	12.19

PLAS0630B 09/04/2000

	Rates	Fringes
CEMENT MASONS:		
Cement Masons	25.47	14.83
Trowel Machine Operators	25.62	14.83

PLUM0675A 01/07/2001

	Rates	Fringes
PLUMBERS, PIPEFITTERS, STEAMFITTERS & SPRINKLER FITTERS	29.30	15.25

ROOF0221A 05/02/1999

	Rates	Fringes
R00FERS	25.00	11.46

SHEE0293A 08/27/2000

	Rates	Fringes
SHEET METAL WORKERS	32.47	13.11

SUHI1001A 09/15/1997

	Rates	Fringes
DRAPERY INSTALLERS	13.60	1.20

SUHI2001A 09/15/1997

	Rates	Fringes
FENCE ERECTORS (Chain Link)	9.33	1.65

RIGGERS; WELDERS - Receive rate prescribed for craft performing operation to which rigging or welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a

position on a wage determination matter

- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

ATTACHMENT J-16

**Service Contract Act Wage Determination
(Issued prior to award)**

**SECTION K. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFERORS OR QUOTERS**

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS 52.203-11**

- A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph B of this certification.
- B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - 1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form T.T.T., Disclosure of Lobbying Activities, to the Contracting Officer; and
 - 3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,00 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

K.2 TAXPAYER IDENTIFICATION 52.204-3

A. Definitions

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services. "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

- B. The Offeror is required to submit the information required in paragraphs C through E of this solicitation provision in order to comply with report requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

C. Taxpayer Identification Number (TIN)

- " TIN: _____
 - " TIN has been applied for
 - " TIN is not required because:
 - " Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - " Offeror is an agency or instrumentality of a foreign government;
 - " Offeror is an agency or instrumentality of a Federal, state, or local government;
 - " Other. State basis: _____
-

D. Corporate Status

- " Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services
- " Other corporate entity
- " Not a corporate entity
- " Sole proprietorship
- " Partnership

- " Hospital or extended care facility described in 26 CFR 501 (c) (3) that is exempt from taxation under 26 CFR 501(a)

E. Common Parent

- " Offeror is not owned or controlled by a common parent in paragraph A of this clause.
" Name and TIN of common parent:

Name _____
TIN _____

K.3 WOMEN-OWNED BUSINESS 52.204-5

A. Definition

"Women-owned business concern," as used in this provision means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

B. Representation

The Offeror represents that it " is, " is not a women-owned business concern.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS 52.209-5
(Jan 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ____ are no__ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have____ have not _____ within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local)

contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ____ are not ____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ____ has not ____ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ____ has not ____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 SMALL BUSINESS CONCERN REPRESENTATION 52.219-1

Small Business Program Representations. (March 2001)

As prescribed in 19.307(a)(1)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561210**

(2) The small business size standard is **\$20 Million** annual gross receipts.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ____ is, ____ is not a women-owned small business concern.
- (4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ____ is, ____ is not a veteran-owned small business concern.
- (5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ____ is, ____ is not a service-disabled veteran-owned small business concern.
- (c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent care giver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business,

not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(6) [*Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that--

- (i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K.6 CERTIFICATION OF NONSEGREGATED FACILITIES 52.222-21

- A. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- B. The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.
- C. The Contractor shall include this clause in every subcontract or purchase order that is subject to the Equal Opportunity clause of this contract.

K.7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS 52.222-22

The offeror represents that:

- A. It " has, " has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- B. It " has, " has not filed all required compliance reports; and

- C. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 AFFIRMATIVE ACTION COMPLIANCE 52.222-25

The offeror represents that:

- A. It " has developed and has on file, " has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- B. It " has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 CLEAN AIR AND WATER CERTIFICATION 52.223-1

The Offeror certifies that:

- A. Any facility to be used in the performance of this proposed contract is " is not " listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposed to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities;
- C. The Offeror will include a certification substantially the same as this certification, including this paragraph, in every nonexempt subcontract.

K.10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING 52.223-13

- A. Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- B. By signing this offer, the offeror certifies that:
 - 1. As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and Section 6607 of the Pollution Prevention Act of 1990 (PPA) 942

U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in Sections 313(a) and (g) of EPCRA and Section 6607 of PPA; or

2. None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*
 - a. " The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - b. " The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42. U.S.C. 11023(B)(1)(A);
 - c. " The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - d. " The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulations; or
 - e. " The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Island, the Northern Mariana Islands, or any other territory of possession over which the United States has jurisdiction.

K.11 RECOVERED MATERIAL CERTIFICATION (October 1997) 52.223-4

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962 (c)(3)(A)(i), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in performance of this contract will at least the amount required by the applicable contract specifications.

K.12 BUY AMERICAN ACT--BALANCE OF PAYMENT 52.225-2

As prescribed in 25.1101(a)(2):

Buy American Act--Balance of Payments Program Certificate (Feb 2000)

- (a) The offeror certifies that each end product, except those listed in paragraph

- (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

- (c) Foreign End Products:

Line Item No Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.13 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTIONS REPRESENTATION 52.226-2 (March 2001) As prescribed in 26.304:

A. *Definitions* As used in this provision:

“Historically Black College or University” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, National Aeronautics and Space Administration , and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316 (b)(1) of the Act (20 U.S.C.1101a)).

B. Representation - The offeror represents that it--

it " is " is not a Historically Black College or University;

" is " is not a Minority Institution.

K.14 ROYALTY INFORMATION 52-227-6

A. Cost or Charges for Royalties

When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item or royalty or license fee:

1. Name and address of licensor.
2. Date of license agreement.
3. Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
4. Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
5. Percentage or dollar rate of royalty per unit.
6. Unit price of contract item.
7. Number of units.
8. Total dollar amounts of royalties.

B. Copies of Current Licenses

In addition, is specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.15 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION 52.230-1

Note: This notice does not apply to small businesses or foreign governments.

This notice is in three parts (A through C)

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

A. Disclosure Statement - Cost Accounting Practices and Certification

1. Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of 48 CFR parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.
2. Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, parts 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph 3 of Part A of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to-practice for pricing proposals or accumulating and reporting contract performance cost data.

3. Check the appropriate box below:
 - a. " Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO); and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO and/or from the loose-leaf version of the FAR).

Date of Disclosure Statement: _____

Name and Address Cognizant ACO where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- b. " Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address Cognizant ACO where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

c. " Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions subsidiaries and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

d. " Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraphs 3a or 3b of Part A of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

B. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Standards clause.

" The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-1(b)(2) and certifies that the offeror is eligible for use of the Disclose Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during this current cost accounting period, the offeror has been awarded a single CAS covered prime contract or subcontract of \$25 million or more.

C. Cost Accounting Standards - Applicable to Existing Contracts.

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a) (3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

" YES " NO

(R

SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 TYPE OF CONTRACT 52.216-1

The Government contemplates award of a **Cost Reimbursement Plus Fixed Fee** contract resulting from this solicitation.

L.2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE 52.252-1

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with the quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following addresses:

www.arnet.gov/far/fac
www.far.npr.gov
www.gsa.gov/forms/far

Federal Acquisition Regulation (48 CFR Chapter 1) Solicitation Provisions

CLAUSE	TITLE
52.215-1	Instructions to Offerors - Competitive
52.216-27	Single or Multiple Awards
52.222-24	Preaward Onsite Equal Opportunity Compliance Review
52.222-46	Evaluation of Compensation for Professional Employees
52.237-1	Site Visit

L.3 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER 52.204-6

- A. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

B. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

1. Company Name
2. Company Address
3. Company Telephone Number
4. Line of Business
5. Chief Executive Officer/Key Manager
6. Date the Company was Started
7. Number of People Employed by this Company
8. Company Affiliation

C. Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office off the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnd.com.

L.4 SERVICE OF PROTEST 52.233-2

A. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protest that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Jacqueline G. Roberts** (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer).

B. The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

L.5 ADDITIONAL INSTRUCTIONS

A. Standard Form 33 - Block 9 - Solicitation

Hand-delivered proposals must be delivered to the depository outlined in Block 9 prior to the time set forth in Block 9. Proposals delivered by commercial carrier will be treated as hand-delivered proposals.

B. Disposition of Proposals

One copy of each proposal and related supporting materials received shall be retained as part of the official procurement file. After award, extra copies of proposals and related materials shall be destroyed unless the offeror's proposal specifically outlines the disposition action to be taken.

C. Pre-Proposal Conference

All technical and contractual questions concerning this proposed procurement will be answered at a Pre-Proposal Conference to be held on **May 14, 2001 at 10:00** a.m. local time, at the **Hawaii** Job Corps Center, **Waimanalo Site, 41-467 Hihimanu Street, Waimanalo, HI.**

Potential offerors are encouraged to submit questions in writing to the issuing office before the Pre-Proposal Conference is held in order to facilitate responses at the conference.

D. Site Visit

Offerors are urged and encouraged to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. All offerors are hereby advised that the center will be open for inspection and walk-through only on **May 11, 2001, at the Maui Satellite, and on May 14, 2001 at the Waimanalo Site, immediately preceding the pre-proposal conference,** at the same location as the pre-proposal conference shown above. **No conference will held during the Maui Site walk-through.**

E. Exchanges and Communication Restrictions

Exchanges and communication with any Government personnel concerning this RFP other than the cognizant negotiator named in Block 10 on SF 33, Face Page, may be considered as a basis for disqualification (except during the pre-proposal conference, if applicable).

F. Signature Requirements; Proposal Preparation Costs

The SF 33 Face Page of this solicitation and all other documents requiring signature must be signed by an official authorized to bind the offeror. This solicitation does not commit the Government to pay any costs incurred in the submission of proposals or for studies or designs for the preparation thereof, nor to contract for the article or services. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the government to the expenditure of funds in connection with this procurement.

G. Reference Material

Copies of the Policy and Requirements Handbook can be ordered from the North Texas Job Corps Distribution Center, P. O. Box 8003, McKinney, Texas 76069-8003, by submitting a request on Company letterhead. Copies of the Job Corps regulations and 48 CFR Chapters 1 and 29 are available through the Government Printing Office.

H. Requests for Equipment/Facility/Utilities Information

The following materials will be available at the Pre-proposal Conference:

1. Facility survey
2. Estimate of inventory value to be turned over by the incumbent contractor by category. (If the inventory value turned over by the incumbent contractor is significantly lower than estimated, negotiations will be undertaken to provide an equitable adjustment.)
3. Annual fuel and utility report
4. Computerized Property Management Listing
5. Square Foot Facility Utilization Table
6. Davis Bacon Wage Determination
7. List of Center and GSA vehicles

L.6 SUBMISSION OF PROPOSALS

A. General

Proposals submitted in response to this RFP shall consist of the following sections, each separately bound:

- Section 1: Technical Proposal
- Section 2: Past Performance and Experience
- Section 3: Subcontracting Plan
- Section 4: Staff Qualifications
- Section 5: Cost Proposal
- Section 6: Transition/Phase-Out Proposal

Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentations are neither necessary or wanted. Additionally, copies of Job Corps provided materials, job descriptions for each position, copies of newsletters or magazines, copies of certificates or awards, are not needed. The requirements of the solicitation are identified below and incorporate the Job Corps Policy and Requirements Handbook (PRH) and Job Corps Regulations.

The Office of Job Corps takes seriously the intent of the Procurement Integrity and Ethics statutes. Any proposal found to be copied from a potential competitor is subject to disqualification.

B. Specific Instructions

The entire proposal submission shall include a transmittal letter, accompanied by **3** copies of each section listed above.

The Technical Proposal shall not make reference to cost or pricing data so that a technical evaluation may be made on the basis of technical merit alone.

In response to the Proposal Submission Instructions listed below, proposals shall describe **HOW** the offeror intends to operate the **Hawaii** Job Corps program in the context of the center's student population, site condition, configuration, geographic location and the local and regional labor market.

A recitation of the regulatory or PRH requirements is not necessary, as these requirements are set forth in existing documents. Procedural approaches shall be incorporated into the proposal to the extent that they are necessary to describe how the offeror intends to meet the required outcomes and quality indicators specified in the PRH.

1. Technical Proposal (Original and 2 copies)

The Technical Proposal response to this RFP shall be limited to 600 pages total, divided into **7** separately bound parts based on the following evaluation categories:

Outreach and Admissions	PRH Chapter 1
Student Training	PRH Chapter 2
Social Development Support	PRH Chapter 3
Student Administrative Support	PRH Chapter 4
Health Services	PRH Chapter 5
Child Development Program	PRH Chapter 6
Career Development Services	PRH Chapter 7
Program Management & Administration	PRH Chapters 8, 9 and 10

The Technical Proposal page limit does not include title pages, tables of contents or section dividers. It does include charts and diagrams. The technical proposal shall be submitted as follows:

- a. Each page shall be 8 ½ X 11", with at least 1" margins on all sides
- b. Type size 12 pitch or larger.
- c. Pages shall be consecutively numbered within each section.
- d. Title pages, tables of contents, and section dividers shall not be included in page totals.
- e. Pages in two column format may be used.
- f. Pages submitted in excess of the limits shown above will not be evaluated but will be returned to the offeror.
- g. The page limitation applies to the initial proposal. The Final Proposal Revision shall be limited to responses to the government's concerns, and should not be an entirely new submission.

The Technical Proposal shall be presented in the order listed below.

A. Outreach/Admissions (X applicable " not applicable)

1. Outreach

- C use of linkages and community resources to promote applicant referral
- C identification of potential applicants
- C marketing and publicity to promote referrals and positive public awareness
- C follow up of leads
- C materials development

2. Eligibility

- C applicant interview process and eligibility assessment
- C verification and documentation of eligibility criteria
- C approval/denial of applicants

3. Readmission

- C readmit eligibility assessment
- C approval/denial of readmits

4. Assignment and Departure

- C selection and assignment to centers
- C pre-departure preparation
- C transportation and arrival scheduling
- C student retention support

B. Student Training

1. Administration of Training Programs

- C staffing - organization, supervision, qualifications
- C scheduling and managing class loads
- C student behavior management
- C training environment
- C student accountability
- C program monitoring and assessment
- C purchase and accountability of supplies, materials and equipment

2. Curriculum Standards

- C curriculum identification and selection

3. Orientation

- C staffing and organization
- C scheduling of student activities
- C ensuring safe arrival of students
- C transition from Orientation to mainstream program

4. Employability Training

- C identification and use of curriculum
- C personal responsibility skills during 1st 60 days
- C centerwide implementation

- C assessment, assignment and scheduling of students
- C evaluation and measurement of student progress
- C integration with other training curricula

5. Social Skills Training

- C identification and use of curriculum
- C centerwide implementation
- C assessment, assignment and scheduling of students
- C evaluation and measurement of student progress
- C integration with other training curricula

6. Diversity Training

- C identification and use of curriculum
- C centerwide implementation
- C assessment, assignment and scheduling of students
- C evaluation and measurement of student progress
- C integration with other training curricula

7. Occupational Exploration

- C staffing and organization
- C scheduling of students
- C assessment of vocational aptitudes and interests
- C vocational assignment

8. Test of Adult Basic Education

- C staffing and organization
- C scheduling of students
- C test administration
- C ensuring integrity of test procedures and results

9. Evaluation of Student Progress

- C scheduling of student evaluations
- C staff responsibilities and roles
- C methods of providing appraisal feedback to students

10. Reading

- C identification and use of curriculum
- C assessment and assignment of students

- C evaluation and measurement of student progress
- C integration with other training curricula

11. Mathematics

- C identification and use of curriculum
- C assessment and assignment of students
- C evaluation and measurement of student progress
- C integration with other training curricula

12. GED Certificate/High School Diploma

- C identification and use of curriculum
- C assessment and assignment of students
- C evaluation and measurement of student progress
- C integration with other training curricula

13. Work Place Communications

- C identification and use of curriculum
- C assessment and assignment of students
- C evaluation and measurement of student progress
- C integration with other training curricula

14. Wellness

- C identification and use of curriculum
- C assessment and assignment of students
- C evaluation and measurement of student progress
- C integration with other training curricula

15. Driver Education

- C identification and use of curriculum
- C assessment and assignment of students
- C evaluation and measurement of student progress
- C integration with other training curricula

16. English as a Second Language (X applicable " not applicable)

- C identification and use of curriculum
- C assessment and assignment of students
- C evaluation and measurement of student progress

- C integration with other training curricula

17. Vocational Training

- C staffing and organization
- C identification and use of curriculum
- C assessment and assignment of students
- C evaluation and measurement of student progress
- C integration with other training curricula
- C relationships with NTCs
- C safety instruction
- C student certification and licensing

18. Work-Based Learning

- C identification and selection of work sites
- C employer, center and student roles and responsibilities
- C student accountability

19. Vocational Skills Training

- C plan development and submission process
- C project selection
- C project scheduling, coordination and administration
- C management and control of VST funds

20. Advanced Vocational Training (**X applicable " not applicable**)

- C assessment and selection of participants
- C identification of post-secondary institutions
- C selection of training programs
- C program monitoring

21. Information Technology

- C identification and use of curriculum
- C assessment and assignment of students
- C provision of basic skills during 1st 60 days
- C evaluation and measurement of student progress
- C integration with other training curricula

C. Social Development Support

1. Residential Living

- C supervision, staffing and scheduling for dormitory coverage
- C student accountability
- C maintenance of a safe, comfortable, home-like environment
- C student participation in management of living areas
- C student information and recordkeeping

2. Counseling

- C staff scheduling and caseload assignment
- C integration with other departments
- C specialized student needs
- C recordkeeping

3. Recreation/Avocational Programs

- C staffing and scheduling
- C designed to accommodate student interests
- C integrated and enhanced through community linkages

4. Student Government and Leadership

- C representative of student population
- C generate, control and expend revenues
- C provide input to management of the center

5. Behavior Management

- C consistency in recognizing positive behavior and sanctioning negative behavior
- C implementation of the zero tolerance policy
- C ensure student input into establishment of rules
- C communicated to students and staff

D. Student Administrative Support

1. Student Attendance, Leaves and Absences

- C accurate accounting and administration of student leaves & absences

2. Student Allowances and Allotments

- C management, staffing and integrity of payroll functions
- C accurate accounting and disbursement of payroll

3. Student Records Management

- C accurate, timely documentation of student progress, accomplishments and benefits

4. Student Enrollments, Transfers and Separations

- C accurate, timely administration

5. Student Clothing

- C cash clothing issuance system
- C vocational clothing
- C purchase procedures, accounting and integrity

6. Student Transportation

- C provision of government paid transportation
- C center provided transportation

7. Food Service

- C staffing and organization
- C meal scheduling
- C menu planning/nutritional and dietary needs
- C dining environment
- C student input

8. Student Civil Rights, Non-discrimination, Legal Services

- C protection of student rights
- C processing of tort and student claims

9. Other Student Services

- C assuring voting privileges
- C access to religious services
- C provision of telephone, mail and laundry services

E. Health Services

1. Health Administration

- C staffing and organization
- C scheduling
- C coordination of health services with other programs
- C student input

2. Delivery of Services

- C provision of basic health, medical, dental, mental health services

3. Related Health Programs

- C Weight Improvement, Smoking Cessation, AODA

F. Child Development Program (X applicable " not applicable)

1. Administration of On-Center Child Development Program

- C organization, staffing, qualifications and training
- C staff to child ratios
- C population of children to be served
- C certification/licensing
- C enrollment and attendance procedures
- C developmental activities
- C parental involvement
- C assessment of program
- C funding and financial administration

G. Career Development Services

1. On-Center Career Development Services

- staffing, organization, roles, responsibilities and scheduling
- assessments, pre-separation program
- placement and referral

2. Post-Center Career Development Services for Graduates
(X applicable " not applicable)

- Eligibility for services

- Contact with graduates
- Graduate needs assessments
- Initial and on-going placement, job development and referral
- Job retention services
- Transitional support services

3. Former enrollee Career Development Services
(X applicable " not applicable)

- Eligibility for services
- Contact with former enrollees
- Initial placement services

4. Documentation, Reporting and Verification

- Record keeping and reporting systems
- Graduate and former enrollee tracking systems
- Verification procedures

H. Program Management and Administration

1. Administration & Management

- C leadership, goal setting, communication and teamwork
- C achievement of outcomes and quality indicators
- C self-assessment and performance tracking
- C corporate support and oversight
- C personnel administration, staffing, organization, supervision and qualifications
- C staff training
- C business and community relationships and public education coordination with State Workforce Development System
- C community relations and public education
- C reports control and management
- C personal security
- C procurement & property management

2. Financial Management

- C budget formulation and execution
- C cost control
- C reports management

- C audit and quality control

3. Facilities, Environmental Health and Safety

- C facility utilization and maintenance
- C environmental health
- C safety program to ensure occupational health and safety of staff and students

2. **Past Performance and Experience** (original and 2 copies)

A. **Definitions**

For purposes of this section of the procurement, the following definitions apply:

1. **New Firms:** an organization which has not **operated** a Job Corps center as the **prime** operator within the past three (3) years. New firms include, but are not limited to, outreach, admissions and placement (OA/P) contractors, firms that have never had a contract with Job Corps, subcontractors on any Job Corps contract, organizations whose principals individually possess Job Corps experience, and/or an organization which has held a contract to provide other Job Corps related services.
2. **Experienced Job Corps Center Contractor:** an organization which currently holds one or more prime contracts for Job Corps center operations or has held such a contract within the past 3 years.

B. **Submission Requirements**

1. **All** offerors (both new and experienced) must provide a list of contracts (including contract numbers) and programs which they currently operate or have operated within the past three years.

2. Experienced Contractors may submit up to 5 pages of information for consideration by the Contracting Officer, which describes past performance or explains mitigating circumstances for poor performance.
3. New Firms (including Job Corps Outreach, Admission and/or Placement contractors): For purposes of this solicitation, new firms as defined above, should submit the following:
 - a. Each offeror **shall send** a copy of the Past Experience Confirmation Questionnaire (See Section J) to each organization, including agencies of State and Local governments and commercial customers, with whom, the offeror has had a contract within the last three years. Offerors need not request Past Experience information for any current contract performed for less than 6 months prior to the proposal submission date.
 - b. The offeror shall instruct the respondent of the Questionnaire to forward the completed questionnaire to the address identified on the face sheet of the Past Experience Confirmation Questionnaire.
 - c. The offeror will prepare and submit a Relevant/Transferrable Skills Matrix (See Section J). The matrix should be prepared in such a manner as to allow for the matching and evaluation of the relevant and transferrable skills identified on the offeror's list of contracts (see B1 above) .

These documents will be used to assess and evaluate the offeror's skills and experiences that are relevant/transferrable to the scope, complexity and content of the requirements of the Job Corps procurement.

3. Subcontracting Plan (*Does not apply to Small Businesses*) (original and 2 copies)

Submit a subcontracting plan in accordance with Clause 52.219-09. The plan must separately address subcontracting with 1) small business, 2) small disadvantaged business, and 3) women-owned small business concerns. For purposes of this procurement, the SIC Code is 8744. Offerors are considered small businesses if their annual sales or receipts for the preceding three (3) years do not exceed \$20 million.

Proposed subcontracting of key components must be described in detail including organizational relationships and procedures established to ensure proper management, oversight, training, etc. A complete breakdown of costs

associated with the subcontracting of a key component of center operations must be displayed in the Business Management Proposal. This should also include any costs associated with oversight of the subcontractual relationship.

4. Staff Qualifications Not to exceed 20 pages of narrative (original and 2 copies)

The Staff Qualifications Proposal shall consist of the following:

- A. A detailed organization chart covering all staff located on or off the center. Include any contracted or National Training Contractor staff.
- B. Position descriptions of each senior staff (managers who report to the center director or who are responsible for significant key areas on center such as department heads).
- C. Resume of proposed Center Director. The resume shall include information on the nominee's educational and training accomplishments as well as past work and other relevant experience, including any special accomplishments and skills. The Government reserves the right, to require offeror certification as to the availability of the designated. Center Director. Failure to do so, or information received contrary to the certification, will be reflected in the final evaluation. Offerors may provide resumes and certifications of commitment to work on the contract for other department heads.
- D. Staff schedules showing coverage of critical functions for residential living, student training, counseling and security.
- E. The staff incentive plan. Include what specific incentives will be provided and how these may be earned.
- F. A narrative of services to be provided to the center by the offeror funded through G&A along with the plan for doing so.

5. Cost Justification - Business Management Proposal (BMP) (original and 2 copies)

Costs shall be mentioned only in the BMP and Transition/Phase-out proposals and nowhere else. The Offeror's Cost Justification shall consist of the following. Sample forms and attachments are shown in Section J.

- A. Contract Pricing Proposal Cover Sheet (SF 1411) - shall be submitted as the first page of the Business Management Proposal.

- B. Cost and Price Analysis Summary Form
- C. Certificate of Current Cost or Pricing Data
- D. An ETA 2110 Financial Display by Year, which shall be used as a recapitulation sheet for the ETA 2110 for two base years. The ETA 2110 shall be presented in the following manner: Col. 1, 1st year cost per service year (SY); Col. 2, 1st year costs; Col. 3, 2nd year cost per SY; Col. 4, 2nd year costs and bottom line total of 1st and 2nd year costs.
- E. A narrative justification for each line item of the ETA 2110 for each of the two base years. Include all explanatory narratives and calculations showing how costs are determined.

Provide narrative justification for each line item showing how the labor, material, travel, subcontractors, facility maintenance, and other costs outlined on the ETA 2110 were determined. A justification of general and administrative costs shall be provided along with a copy of the offeror's Indirect Cost Negotiation Agreement from the cognizant federal agency. Include the backup data to support the type of labor and estimated numbers of staff within each labor category. Include basis for pay rates used, giving sources and amounts for wage survey.

Under those ETA 2110 line items relating to staff costs, show your computations in the following vertical columns for each job category/position title: (1) position title; (2) number of positions in terms of full-time equivalents (FTEs); (3) range of annual salaries/wages for the position title; (4) average direct annual salary/wages on a per FTE basis (5) average benefits and other indirect employee compensation costs on a per FTE basis; (6) total employee compensation cost to the contract for each position title, which should equal col 2 x col 4 + col 2 x col 5.

Include a breakdown of the amount estimated for travel, including destination, duration, purpose and cost (per diem and transportation).

Include backup data to support the estimated amount of material and subcontracting (if applicable), including description of materials to be procured, basis for proposed subcontract, and amounts proposed.

Subcontract information shall contain the list of names and addresses of any proposed subcontractors or consultants the offeror intends to use in the

performance of the contract. Include the following information about subcontractors in excess of \$25,000:

- (1) Has the subcontractor submitted a cost proposal?
 - (2) Will the subcontractor be able to start performance at the beginning of the contract period?
 - (3) What is the total cost of each subcontract?
 - (4) What experience does the subcontractor have in this technical area?
 - (5) What services (skills) will the subcontractor provide?
- E. An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, check the accuracy and reliability of the accounting data, promote operating efficiency, and permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. The statement shall be executed by an independent certified or duly licensed public accountant.
- F. A completed Standard Form 33, Solicitation, Offer and Award, and all attachments thereto as outlined in the instructions, (Section K) for each copy of the Business Management Proposal.
- G. A completed Staffing Chart which will indicate the number of staff for each center function.
- H. Total Compensation Plan (salaries and fringe benefits) for professional and non-professional employees. This plan will also include a description of any bonuses, monetary awards, and other contingent payment plans for all staff charged directly to this contract. The narrative must explain the policy under which these payments will be dispersed. In establishing the Total Compensation Plan, for purposes of this procurement offerors shall use the methods described below:
1. To establish salary levels for instructors, counselors, residential advisors and recreation specialists, offerors shall identify the annual salary being paid to local certified high school academic instructors with five years experience. This salary level represents the benchmark of comparison for the salaries to be proposed for instructors and counselors (including OEP and orientation counselors). Offerors shall include the source data used to establish the instructor/counselor benchmark on the Area Wage and Fringe Benefit Survey described in Section 2, below.

Benchmarks for the following positions have been set based on the high school instructor salary.

Recreation Specialists 75%
Residential Advisors 70%

Offerors are encouraged to build a Residential Advisor staff in which 50% hold at least an associate degree. Therefore, the RA benchmark is further stratified into high school diploma (35% below the instructor benchmark), and AA degree-level (25% below the instructor level).

2. For those positions not benchmarked in Section 1, above, offerors shall conduct an Area Wage and Fringe Benefit Survey to be used as a basis for establishing compensation levels. The Job Corps Area Wage and Fringe Benefit Survey Handbook (hereafter referred to as the Handbook) was developed to assist both Federal staff and potential offerors.

The purpose of the Handbook is three-fold: (1) to determine expected staffing costs for the development of a center operations cost model, (2) to assess the reasonableness of proposed costs in evaluating proposals for center operations and (3) to provide a structured approach for offerors to follow when collecting salary and fringe benefit data.

Offerors submitting proposals in response to this RFP are expected to follow the procedures outlined in the Handbook . As part of this process, offerors will be required to provide wage and fringe benefit data for both professional and non-professional center staff, including the benchmarked instructor/counselor position in Section 1, above. The position descriptions included in the Handbook will serve as the basis for the development of each individual wage range. It is recognized that some position descriptions will deviate from those utilized by offerors. If an offeror perceives a center staff position to be substantially different, it is recommended that it is brought to the Government's attention in the narrative portion of the cost proposal. This also applies to any substantial deviations in proposed salaries as compared to the wage range produced.

- I. All Representations and Certifications required in Section K of this RFP shall be made part of the Business Management Proposal.
- J. Option Extension Information

The Business Management Proposal shall include estimated costs, including G&A, overhead, fixed fee and OA&CDS (if applicable), for three 1-year extensions of this contract. The Government shall have the unilateral right to exercise options to extend the contract for additional year(s) pursuant to

Clauses 52.217-08 and -09 of the Schedule, "Option to Extend." Such extensions shall herein after be referred to as "options."

The offerors will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an ETA 2110. The contractor understands that the estimated costs for operating the Job Corps center in each of the option years will be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts proposed in the Option Years are therefore considered provisional.

The facility shall be provided as Government-furnished property at no cost to the contractor.

6. Transition/Phase-out Proposal (original and 2 copies)

Incumbents shall submit a Phase-Out Proposal and new offerors shall submit a Transition Proposal. Narrative and cost justification shall be bound together in the Transition/Phase-Out Proposal.

The Government recognizes that if the incumbent contractor is not the successful offeror, the successful offeror will then take over an existing Job Corps center operation as negotiated. If so, the incoming contractor will have a transition period in which to become familiar with the presently operating center, as well as time to interview and hire staff necessary to operate the center.

The successful offeror will be required to take over complete operation of the center with the start of performance under the resultant contract. The transition period begins no less than 30 days prior to that date and will be negotiated as a separate statement of work.

Accordingly, offerors other than the incumbent contractor should submit a separate proposal outlining in detail their transition plan. Included will be the period of time required for each action, staff requirements, and major steps to be accomplished during the transition period.

The Government also recognizes that if the incumbent is not the successful offeror, the incumbent contractor will have certain activities to perform in the orderly phase-out of operations; therefore, the incumbent shall submit a 30-

day Phase-Out Proposal outlining in detail the phase-out plan. Included will be the period of time involved for each action, staff requirements, and major steps to be accomplished during the phase-out period. The phase-out period will begin the same time as the transition period, 30 days prior to the end of the incumbent's contract, and end on the last day of the incumbent's contract.

It is the intent of the Government to have an orderly operation during the last 30 days of the incumbent's contract (see Clause 52.237-3, Continuity of Service). Therefore, the incumbent contractor will be allowed only the normal costs of operating the center for the final month of the contract. The incumbent's administrative activities required to orient the incoming contractor will be an allowable direct cost. It is the Government's expectation that the outgoing contractor will use persons already included in its organizational indirect cost package for such activities as inventory comparison checks with the new contractor and final billings comparison checks with the new contractor and final billings after contract expiration. The allowable cost for Phase-Out will be limited to unused and unpaid leave for which cost accrual has not been made and if applicable, severance pay and relocation in accordance with personnel policies approved for this contract by the Contracting Officer and any other costs determined to be reasonable by the Contracting Officer.

There will be only one operating contractor responsible for the center's operation at any given time. Transition preparations shall not cause any unreasonable interference with the departing contractor's operation. When the new contractor begins operations, the former contractor will not cause any unreasonable interference with the new operator's program.

SECTION M. EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS AND SELECTION FOR AWARD

A. Procurement Review Panel

Proposals will be reviewed by a panel of specialists. Each panelist will evaluate the proposals for acceptability with emphasis on the various specific evaluation categories enumerated in this Section (M). The Government may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

B. Evaluation Categories

All submissions referred to above will be evaluated based on the following points:

Section	Points Possible
1. Technical Proposal	
Outreach and Admissions	5
Student Training	15
Social Development Support	8
Student Administrative Support	5
Health Services	4
Child Development Programs	3
Career Development Services System	5
Program Administration and Management	<u>12</u>
	57
2. Past Performance and Experience	25
3. Subcontracting Plan	5
4. Staff Qualifications	5
5. Cost Justification	8
6. Transition/Phase-Out Proposal	<u>0</u>

TOTAL MAXIMUM POINTS POSSIBLE

100

C. Evaluation Criteria

1. Technical Proposal:

Each technical proposal shall be evaluated against the criteria detailed below. Evaluation points assigned to each part and subcategory indicate the degree of importance which has been assigned to each area. Offerors should keep this in mind when complying with the 600 page limitation. In addition to specific evaluation criteria, the following will be used to evaluate each part of the proposal:

- C To what extent is the design of each section of the proposal complete, clear, concrete and consistent, internally and with other proposal sections?
- C To what extent are the systems, procedures and approaches proposed consistent with the Job Corps mission, policies, and initiatives?
- C How effectively does the offeror's proposal recognize and tailor programs to operate in the context of the center's student population, site condition, configuration, geographic location and the local and regional labor market?
- C How effective is the proposal in offering feasible, proven strategies and methods to ensure the achievement of Job Corps' specified outcomes and quality indicators?

Listed below are the categories, subcategories and corresponding weights that will be used to evaluate the proposal:

A. Outreach/Admissions (5 Points)

Administration of O/A Programs (40%)
Outreach (20%)
Eligibility (20%)
Readmission (5%)
Assignment & Departure (15%)

B. Student Training (15 Points)

Administration of Training Programs (15%)
Curriculum Standards (3%)

Orientation (5%)
Employability Training (5%)
Social Skills Training (10%)
Diversity Training (4%)
Occupational Exploration (4%)
Test of Adult Basic Education (3%)
Evaluation of Student Progress (4%)
Reading (3
Mathematics (3%)
GED Certificate/HSD (5%)
Work Place Communications (4%)
Wellness (2%)
Driver Education (2%)
English as a Second Language (2%)
Vocational Training (7%)
Work-Based Learning (7%)
Vocational Skills Training (7%)
Advanced Vocational Training (2%)
Information Technology (3%)

C. Social Development Support (8 Points)

Residential Living (25%)
Counseling (20%)
Recreation/Avocational Programs (20%)
Student Government and Leadership (15%)
Behavior Management (20%)

D. Student Administrative Support (5 Points)

Student Attendance, Leaves and Absences (15%)
Student Allowances and Allotments (5%)
Student Records Management (10%)
Student Enrollments, Transfers and Separations (5%)
Student Clothing (10%)
Student Transportation (5%)
Food Service (40%)
Student Civil Rights, Non-discrimination, Legal Services (5%)
Other Student Services (5%)

E. Health Services (4 Points)

Health Administration (50%)
Delivery of Services (30%)

Related Health Programs (20%)

F. Child Development Programs (3 Points)

Organization, staffing, qualifications and training (20%)

Staff to child ratios (5%)

Population of children to be served (10%)

Certification/licensing (10%)

Enrollment and attendance procedures (10%)

Developmental activities (15%)

Parental involvement (10%)

Assessment of program (10%)

Funding and financial administration (10%)

G. Career Development Services System (5 Points)

(Adjust percentages based on level of center CDSS responsibilities)

On-Center Career Development Services (25%)

Post-Center Career Development Services for Former Enrollees(10%)

Post-Center Career Development Services for Graduates (50%)

Documentation, Reporting & Verification (15%)

H. Program Administration and Management (12 Points)

Administration & Management (70%)

Financial Management (10%)

Facilities, Environmental Health and Safety (20%)

2. PAST PERFORMANCE/EFFECTIVENESS AND EXPERIENCE (25 Points)

Job Corps places a great deal of significance on the value of an organization's past performance/effectiveness and experience in assessing its potential to successfully fulfill the requirements of this solicitation. Therefore, 25 out of a possible 100 points have been allocated to this evaluation category. This 25 points includes 20 points that will be awarded on the basis of offeror submissions as required in Section J, and five (5) discretionary points to be awarded by the Contracting Officer based on relevant past experience information compiled by Job Corps Regional Offices.

Job Corps also recognizes the value of recruiting new organizations into the Job Corps business. Consequently, firms lacking relevant past performance history shall receive a neutral evaluation

for past performance. For purposes of this procurement, a Neutral score is defined as a Fair adjectival rating. An adjectival rating of Fair equates to a numerical value of 10 points.

However, it is possible for new offerors/organizations to receive a rating higher than Fair based on the panel's evaluation of their past performance/experience submissions outlined below and elsewhere in this RFP. In no case, however, will a new offeror receive an adjectival rating of less than Fair.

To ensure that all offers receive fair consideration, evaluation of Past Performance and Experience will include an assessment of each offeror's performance vs. outcomes, relevant experience, business practices, cost control and customer satisfaction.

Since the past performance/effectiveness most relevant to this procurement is the performance/effectiveness of the current operating contract for the Hawaii Job Corps Center, the performance/effectiveness of the incumbent contractor for this Center will be afforded greater weight than the incumbent contractor's performance/effectiveness of any other contract.

1. For purposes of this section of the procurement, the following definitions apply:

New Firms: an organization which has not operated a Job Corps center as the prime operator within the past three (3) years. New firms include outreach, admissions and placement contractors, subcontractors on any Job Corps contract, organizations whose principals individually possess Job Corps experience, and/or an organization which has held a contract to provide other Job Corps related services, and/or organizations that has absolutely no experience with Job Corps.

Experienced Job Corps Center Contractor: an organization which currently holds one or more prime Job Corps center operations contracts, or has held such a contract within the past 3 years.

2. Past Performance/Effectiveness Submission Requirements:

- a. Offerors (both new and experienced) must provide a list of all contracts (including contract numbers) and programs which they currently operate, or have been operated within the past three years.

(Note: New offerors see additional submission requirements outlined in B.(1) below.)

- b. Offerors shall submit the following, as applicable:

- (1) New Firms:

(a) Past Experience Confirmation Questionnaire (See Section J-10)

This will be used to obtain an assessment of the offeror's performance on past and current contracts.

- * Each offeror shall send a copy of the Past Experience Confirmation Questionnaire to each organization, including agencies of State and Local governments and commercial customers, with whom, the offeror has had a contract within the last three years.

Offerors need not request Past Experience information for any current contract performed for less than 6 months prior to the proposal submission date.

- * The offeror shall instruct the respondent of the Questionnaire to forward the completed questionnaire to the address identified on the face sheet of the Past Experience Confirmation Questionnaire.

(b) New Contractor Relevant/Transferrable Skills Matrix (See Section J-11)

This will be used to assess the offeror's skills and experiences that are relevant/transferrable to the scope, complexity and content of the requirements of the Job Corps procurement.

- * Submit the completed matrix indicating the Job Corps program component, relevant experience/skills, and the contract number under which these activities were accomplished. Such contract numbers should correspond with the contracts listed on the Past Experience Confirmation Questionnaires and those provided in response to the Submission Requirements (See B) above.

(c) Job Corps Contractor Past Effectiveness Report

This is an internal Job Corps document that is completed by Job Corps Regions which hold or have held contracts with the offeror within the past three years and is being shown here for informational purposes only. This report will be used to obtain an assessment of the offeror's performance on past and current contracts, and will be instrumental in the awarding of the Contracting Officers five (5) discretionary points. The offeror is not required to submit anything other than the list of contracts required in item B, under Submission Requirements above.

All offerors may submit additional information that provides further insight on past experience and performance, and how such experience demonstrates the offeror's ability to perform the contract.

Each offeror will be evaluated on performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility

determinations and as an evaluation factor, against which, offerors' relative rankings will be compared to assure the best value to the Government.

The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The offerors' prior and current contract listing may be used in the collection of past performance information. References other than those identified by the offeror, may be used by the Government. All such information may be used in the evaluations of the offeror's past performance.

The Government reserves the right to decide not to contact all of the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

(d). Past Performance/Effectiveness and Experience Evaluation

Past Experience/Effectiveness will be evaluated using the criteria, weights, and sources shown below:

NEW FIRMS:

PAST PERFORMANCE & EXPERIENCE (25 POINTS)

CRITERIA:	RELEVANT EXPERIENCE	PAST EFFECTIVENESS
POSSIBLE POINTS	Max. 15 Min. 6	Max. 10 Min. 4
WEIGHT:	60%	25%
SOURCE:	RELEVANT EXPERIENCE MATRIX	PAST EXPERIENCE/EFFECTIVENESS INFORMATION

JOB CORPS EXPERIENCED CENTER CONTRACTORS:

PAST PERFORMANCE & EXPERIENCE (25 POINTS)

CRITERIA:	OUTCOME MEASUREMENT SYSTEM	PAST EFFECTIVENESS
POSSIBLE POINTS	Max. 10 Min. 0	Max. 10 Min. 0
WEIGHT:	60%	40%

SOURCE:		PAST EXPERIENCE/EFFECTIVENESS INFORMATION
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3. Subcontracting Plan (5 Points) (Does not apply to Small Businesses)

Your plan will be evaluated in terms of quality, conformance with regulatory requirements, and corporate efforts/commitment. The Office of Job Corps seeks to provide incentives for offerors to subcontract major portions of center operations with 1) small business, 2) small disadvantaged business, 3) women-owned small business, and 4) Hub Zone small business concerns. Therefore, up to five points may be awarded where the proposed subcontracting involves a key component of center operations (i.e. major components - Residential Living, Academic Education, Vocational Training, Administration; minor components - OA&P, Health Services).

4. Staff Qualifications (5 Points)

The Staff Qualifications proposal will be evaluated to determine the level and adequacy of staffing proposed to deliver the program; the qualifications proposed in relation to the duties described in the offeror's position descriptions; the scheduling and coverage of critical functions; the credentials, experience and accomplishments of proposed key staff; the demonstrated level of commitment to work on the contract, appropriateness and adequacy of the staff incentive plan; and the degree of support offered through G & A.

5. Cost Justification (8 points)

Each offeror shall submit a Business Management Proposal which shall show all costs proposed to fulfill the requirements of the solicitation. The Cost Proposal evaluation is a technical assessment of whether the costs proposed support the offeror's technical proposal. It is not an evaluation of the total estimated cost.

Proposals will be evaluated on the extent to which the allocation and supporting explanation of costs shown in the proposed contract budget assure a reasonable and prudent expenditure of Federal funds in the performance of this contract, and within the requirements of the program.

No Job Corps funds will be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of Executive Level II (\$141,300 per year.) Proration means that the amount charged for a less than full-time employee can not exceed an annualized rate of \$141,300. Compensation is defined as salaries and cash bonuses exclusively.

This does not include fringe benefits. This applies to all functions within the Job Corps contract including subcontracted services.

In evaluating the Cost Proposal category, the Government will not weigh cost against technical merit, but will evaluate the credibility and reasonableness of the cost proposal relative to the technical proposal. The cost must be realistic in relation to the services offered. The Estimated Cost itself will not be scored.

In evaluating the Cost Proposal, the Government will take the following factors into consideration:

- a. Adherence to RFP requirements.
- b. Explanation and support of all costs proposed: wages, benefits, utilities, services, supplies, etc.
- c. Explanation and support of G&A costs. G&A costs should be supported by a full description of services to be provided to the center by corporate support staff. The Business Management Proposal may propose a G&A ceiling rate higher or lower than the approved provisional rate. The proposed rate, if accepted, will become the ceiling for the entire contract period, including option years. Offerors must calculate G&A Expense at the proposed G&A ceiling rate.
- d. Consistency of costs with technical proposal. Mathematical errors, incompleteness of data, improper line item designations, etc., will be discussed with the offerors in the competitive range, if necessary.
- e. Total compensation plan for all employees

The Government will evaluate the Total Compensation plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits). Therefore, the cost justification evaluation category will include an assessment of the Total Compensation Plan.

- (1) In establishing compensation levels for all employees, the total compensation (both salaries, fringe benefits, bonuses, or monetary awards to employees) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of

the proposed compensation structure to obtain and retain qualified personnel. The salary rates or ranges must recognize the distinct differences in skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor contractor for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent employees. Offerors are cautioned that instances of lowered compensation for essentially the same work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the complexity of the requirements.

- (2) Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the job categories so as to impair the contractor's ability to recruit and retain competent employees may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.
- (3) An assessment of the potential for adverse effect upon performance and maintenance of the required number of employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

6. Transition/Phase-out Proposal (0 points)

Although no points are assigned to this portion of the submission, all offerors, with the exception of the incumbent, are required to submit a transition proposal. The incumbent shall submit a phase-out proposal.

Transition proposals shall be evaluated to determine the following:

- a. To what extent does the offeror's plan display knowledge of the scope of tasks to be accomplished in transition?
- b. How effective is the offeror in proposing complete and concrete plans and procedures to effect an orderly transition of the Job Corps center functions?

- c. To what extent are the corporate resources/staffing proposed adequate to complete the scope of tasks outlined in the transition plan?

M.2 SUPPLEMENTAL INFORMATION

The following information is presented to further assist offerors in responding to this RFP, as well as to provide information regarding how the Government will make the award decision.

A. Notice on Key Personnel

Offerors shall list all proposed key personnel and shall indicate whether these persons are currently being proposed as key personnel for any other projects. Offerors who are bidding on more than one contract may propose a single individual for positions on both contracts. This simultaneous bidding of key personnel will not be considered negatively in the evaluation of proposals. However, offerors must notify the Contracting Officer in writing of any change in the availability of proposed key personnel when the change in status occurs, at any point in the procurement process.

Prior to award of a contract the Government will ask the successful offeror to verify the availability of all named Key Personnel. If for any reason, the named Key Personnel will not be assigned to this project, the offeror may submit the name and qualifications of one of more proposed replacements. If, in the opinion of the Contracting Officer, a person proposed as a replacement is of substantially equivalent qualifications, award may still be made to the offeror. If proposed replacements are not equivalent, the Contracting Officer may find the offeror non-responsible. The Contracting Officer may then award the contract to another offeror or reopen negotiations with all offerors.

B. Competitive Range

In instances where more than one proposal is found acceptable, the Contracting Officer shall establish a competitive range in accordance with FAR 15.306. The competitive range will consist of proposals which, based upon review panel scores, are grouped at more or less the same level and are competitive with one another. The limits of what constitutes the competitive range in a particular case is a judgement matter for determination by the Contracting Officer.

C. Discussions - Final Proposal Revisions

Discussions will be held with all offerors who submit proposals determined to be within the competitive range. However, in some instances, award may be made

on the basis of initial proposals received (52.215-16) shall be given an opportunity to submit such costs, technical, or other revisions in their proposals as may result from the discussions. All such offerors shall be informed in writing of the closing of negotiations and the common due date for receipt of final proposal revisions. Technical revisions will be in writing as a response to the Government's written concerns.

D. Selection for Award

Award will be made to the offeror who has submitted the proposal that is most advantageous to the Government. In making this determination, the government will weigh technical factors more heavily than total cost.

E. Calculation and Evaluation of Cost

The term "cost" as used in this RFP is defined as the total of the estimated cost, including G&A and overhead expense, and the fixed fee (if any). Evaluation of proposed costs will take into consideration comparison of costs to past data, allowability and allocability of costs and reasonableness of fixed fee and will be made in accordance with FAR 15.404 and the following will be considered in making the final selection of the successful offeror:

1. Base two-year costs
2. Option year costs
3. Total Costs
4. Transition costs
5. Phase-out costs

Except when it is determined, in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total costs for all options to the total costs for the basic requirement. Evaluation of options will not obligate the Government to exercise the options. In evaluating the total 5 year costs, the Government will place more weight on the base 2 year costs because of the uncertainty of award of option years.

The Government may reject an offer as non-responsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

After a cost analysis of each Business Management Proposal for the base period (i.e., the base two-year period for the operation of the center), the options, and the total cost, a further evaluation will be performed to determine the reasonableness of cost presented in the Phase-Out Proposal and/or the Transition Proposal. The incumbent will not incur a transition cost, and the phase-out cost will act as a negative factor for a challenging offeror when considering total estimated cost. In consideration of the above, it is imperative that the incumbent not overstate phase-out costs, as they will be reduced for cost comparison purposes based on their failure to meet the test of reasonableness noted above.

The Contracting Officer's decision to award an option will be made in accordance with FAR 17.207(c).

M.3 CONTRACTOR RESPONSIBILITY

The Contracting Officer will make a determination of responsibility in accordance with FAR 9.105-2. Should a determination of non-responsibility be made, the offeror will be dropped from consideration for contract award regardless of technical scores and cost. In the case of a small business concern, the matter will be referred to the Small Business Administration pursuant to FAR 19.6. Factors considered in determining responsibility include:

- C Financial resource adequacy
- C Ability to comply with the Statement of Work
- C Past record of performance
- C Record of integrity and business ethics
- C History of prevention and management of significant incidents, if offeror has previously operated or is presently operating a Job Corps center
- C Department of Labor review reports of offeror's Job Corps Center(s) if offeror has previously operated or is presently operating a center
- C Program and fiscal controls
- C Quality and quantity of corporate staff to be assigned to contract